
TERMS AND CONDITIONS FOR REGISTERED EXAM CENTRES

THESE TERMS AND CONDITIONS are between Trinity College London

incorporated in England and Wales as a company (with registration No. 02683033) and as a charity (with registered charity No. 1014792) whose registered office is at the Blue Fin Building, 110 Southwark Street, London SE1 0TA, United Kingdom, and its successors and permitted assigns ('Trinity', 'we', 'our', 'us');

and

The Registered Exam Centre ('you')

BACKGROUND

Trinity is a leading international awarding organisation providing regulated and unregulated qualifications in the English language and in a range of disciplines in the performing arts. You wish to become a Registered Exam Centre to host Trinity exams, which we accept, and you will perform, on the following terms and conditions (the **T&Cs**).

1. OUR COMMITMENT

- 1.1 Trinity will provide you with a Registered Exam Centre logo, access to a user account on our online centre portal and a registration pack containing information and instructions about our exams.
- 1.2 Subject to the booking conditions set out in clause 4, we will assess candidates enrolled by you onto Trinity exams, notify you of their results and issue exam certificates for the successful candidates.

2. REGISTRATION

- 2.1 Subject to these T&Cs, your centre is registered to offer such Trinity exams as are agreed with us from time to time.
- 2.2 You may register for additional subject areas in accordance with our application procedure.
- 2.3 Your centre registration is valid for the duration of this Agreement in respect of the Approved Venue(s) approved by us from time to time. If necessary for a temporary overflow, you may host Trinity exams at an additional venue subject to our prior written approval. Additional exam venues must be registered as Approved Venues in accordance with our venue application procedure.
- 2.4 You acknowledge and agree that we may, in our absolute discretion, monitor and inspect the conduct of all Trinity exams at your centre, in which case you undertake to assist us and grant us any necessary right of access to facilitate such quality assurance activities.

3. EXAM SERVICES

- 3.1 You will perform the following Exam Services as a Registered Exam Centre:
 1. preparing candidates for Trinity exams, including making the relevant exam specifications available to teachers;
 2. enrolling candidates and dealing with any candidate's request in accordance with Trinity's procedures;
 3. organising exam session timetables and ensuring the safekeeping of Trinity exam materials;
 4. subject to clause 3, offering Trinity exams at the agreed venue and ensuring the provision of adequate amenities for candidates and Trinity examiners, and the required level of stewarding and monitoring during exams;

5. wherever relevant, distributing appointment and confirmation slips, reports, results, and certificates to candidates;
 6. assisting Trinity with candidates' complaints and appeals, and assisting Trinity with conducting investigations and general monitoring duties;
 7. upholding the terms and requirements of Trinity's exam specifications and regulations, information and guidance notified to you from time to time as applicable to the Trinity exams, and ensuring these are communicated to candidates and teachers as appropriate;
 8. if applicable in your country, meeting any key performance indicators as agreed with Trinity in writing from time to time; and
 9. providing such other services as may be reasonably necessary to your role as a Registered Exam Centre.
- 3.2 You must promptly release results and certificates issued by us to the candidates concerned. You acknowledge and agree that we reserve the right, in our sole discretion, to issue certificates directly to candidates. You will promptly cooperate with us in providing us the candidates' personal details that we may request from time to time.
 - 3.3 You hereby warrant and agree that you will perform your obligations under this contract (including those set out at clause 3.1) to the highest standards of customer care and best academic practice and in accordance with:
 - (i) all applicable laws and regulations;
 - (ii) all of Trinity's policies notified to you from time to time, including its Sanctions Policy and its Conflict of Interest Policy, set out in the Centre Handbook;
 - (iii) all of Trinity's operational procedures notified to you from time to time, such as those set out in Trinity's best practice guides for the relevant exams; and
 - (iv) the terms and requirements of Trinity's specifications and regulations, information and guidance notified to you from time to time applicable to Trinity exams.
 - 3.4 You must undertake all necessary action to ensure compliance by Trinity with the Conditions of Recognition. To this end you will comply with any reasonable written instruction issued by Trinity the purpose of which is to ensure compliance with the Conditions of Recognition and/or assist any Regulatory Body in any investigations made for the purpose of performing its functions.
 - 3.5 You must inform us promptly of any material changes to information that you have supplied to us, including to your organisation's official details, venue location or key contacts.

4. EXAM BOOKING TERMS AND CONDITIONS

- 4.1 You will ensure that you will only register candidates for a Trinity exam whom you reasonably expect to complete their chosen qualification. Unless otherwise agreed with us in advance, you agree to use the Trinity exam booking systems for the administration of the Trinity exams.
- 4.2 We publish our exam fees for centres periodically. Your booking will be secured once we have confirmed that the exam may go ahead and you have paid in full all of the applicable fees due to us prior to the exam closing date and (unless agreed with us in advance or required under tax law) without any set-off, discount, counter-claim, deduction or withholding.
- 4.3 Any candidate booking that your centre requests after the exam closing date will be subject to a Late Exam Booking Fee.
- 4.4 Any booking requiring an examiner visit will be subject to a Minimum Booking Fee.
- 4.5 To assist with planning, centres are requested to provide candidature forecasts in advance of all exams taking place. Whilst we will try and accommodate your wishes, you acknowledge and agree that you are not entitled to commit or bind us to run an exam on any given date.
- 4.6 You acknowledge and agree that Trinity may, in its sole discretion, cancel examiner visits in your area for reason of force majeure or any perceived threat to candidate or examiner safety.

5. CONFIDENTIALITY, SECURITY AND DATA MANAGEMENT

- 5.1 You will provide accurate and up-to-date candidate information when booking the exams.
- 5.2 Prior to registering candidates for Trinity exams, you must ensure that you have obtained your candidates' consent (in accordance with applicable UK Data Protection Laws) for Trinity's processing of the candidates' personal data for examinations, moderation, research and training purposes, and for transfer of the relevant candidate Personal Data from Trinity to you in connection with this contract.
- 5.3 You must keep candidate information (including Personal Data) accurate and up to date and notify Trinity promptly of any changes to such information.
- 5.4 The parties acknowledge and agree that for the purposes of the UK Data Protection Laws each party shall be the Data Controller in respect of any Personal Data relating to candidates and potential candidates exchanged between the parties pursuant to this contract.
- 5.5 Each party shall ensure that it complies with the applicable Data Protection Laws at all times.
- 5.6 Each party agrees to provide the other party with such reasonable cooperation and assistance as is necessary to enable the other party to comply with its obligations as the Data Controller in respect of any Personal Data of candidates, including to enable the other party to comply with the candidates' and/or potential candidates' rights in respect of their Personal Data and to respond to any other queries or complaints from the candidates and/or potential candidates.
- 5.7 You must implement appropriate technical and organisational measures to protect Personal Data against a Data Security Breach.
- 5.8 You will comply with our security requirements applicable to the administration and hosting of our exams, including for the storage of Trinity exam papers and the verification of candidates' identity.
- 5.9 You must keep our Confidential Information secret and secure, except when you are required to disclose such information by order of the court or other authority.
- 5.10 Each party agrees that it shall have in place its own policies that must be followed in the event of a Data Security Breach, taking into account the applicable Data Protection Laws and any associated guidance. Each party agrees to provide to the other reasonable assistance as is necessary to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.
- 5.11 In the event the performance of Trinity's obligations under or in connection with this contract requires the transfer of Personal Data to you, to a location outside of the European Economic Area, you will, upon Trinity's request, enter into an appropriate Personal Data transfer agreement to ensure compliance with the applicable Data Protection Laws, in a form prescribed by Trinity.
- 5.12 You will at all times indemnify Trinity on demand against any and all losses, claims, costs, demands, expenses and any other liabilities (including legal fees) arising from any infringement or breach of the applicable Data Protection Laws or this clause 5 by you or any person employed or engaged by you in connection with the provision of the services under this agreement.
- 5.13 You will take all reasonable steps (at our cost) to assist with requests for information and/or documents required by us to audit payments and/or your compliance with this contract. You will keep such records for so long as this contract remains in force and for 24 months from its termination.

6. IDENTIFICATION AND MANAGEMENT OF RISKS

- 6.1 You must take all reasonable steps to identify the risk of any incident which could have a prejudicial effect on candidates and shall take all reasonable steps to prevent and mitigate any such incident or prejudicial effect as far as possible.
- 6.2 You must notify us as soon as possible of any incident or risk of any incident which might result in your non-compliance with Trinity's rules and regulations, including its exam security requirements.

7. INTELLECTUAL PROPERTY

- 7.1 Trinity hereby grants you for the duration of this contract a royalty-free, non-exclusive, non-transferable right (with no rights to sub-license) to use your Registered Exam Centre logo (the logo issued by Trinity and made up of a combination of a Trinity mark and your centre's allocated registration number) and those Trinity marks which designate your Trinity exams. You must ensure that all material produced in connection with Trinity exams comply with the brand guidelines and any limitations or restrictions which we issue from time to time.
- 7.2 You acknowledge and agree that all Intellectual Property belonging to Trinity shall vest in Trinity, including candidate data.
- 7.3 Your Registered Exam Centre logo and certificate of registration are the only valid proofs of your centre registration by Trinity. You will ensure that you do not suggest in any way that your centre is owned or controlled by Trinity or that it has been accredited, validated or franchised by Trinity.
- 7.4 Except where your use, filing or registration predates your engagement with Trinity, you will not use or seek to register any mark, design, business name or domain name comprising or being confusingly similar to any Trinity Mark or your Registered Exam Centre logo, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with Trinity, or interfere with the registration or validity of Trinity's Intellectual Property.
- 7.5 For the avoidance of doubt a breach of any of the provisions of this clause 7 will be deemed to constitute a material breach of these T&Cs.

8. SPECIAL CONDITIONS

- 8.1 You agree and undertake that:
- (i) you will make available sufficient, appropriately qualified staff and managerial and other resources for the effective and efficient delivery of the exams;
 - (ii) you will have sole control over and responsibility (including for remuneration and payment) for any persons working for your centre and will ensure that they comply with local health and safety regulations and do not discriminate against any person under any applicable law on equalities;
 - (iii) you will not use your status as a Registered Exam Centre to misrepresent or mislead the public, or to gain an unfair competitive advantage, or to engage in any fraudulent or corrupt activity;
 - (iv) you will not take any action or enter into any contract on behalf of Trinity or in any way bind Trinity or represent or hold yourself out as being authorised to do so. In particular, you will not enter into any contract or arrangement in the name of Trinity or a Trinity examiner in respect of real property; neither you nor any person acting on your behalf will provide Exam Services in any manner which may amount to malpractice, as specified from time to time in Trinity's relevant section of its regulations and its policy on malpractice;
 - (vi) you will be solely responsible for ensuring that you comply with all applicable laws and legal requirements relating to your tax affairs (including registration and payment); and
 - (vii) you will not, and will procure that none of your personnel, agents or subcontractors commit any offence under Trinity's anti-bribery policy. A breach of this clause 8.1(vii) will be deemed a material breach, which is irremediable, under clause 12.3(ii).

9. WITHDRAWAL FROM THE PROVISION OF EXAM SERVICES

- 9.1 If you decide to withdraw from the delivery of Trinity exams after you have enrolled candidates, you will take reasonable steps to protect their interests and give them clear information as to how they may be affected.
- 9.2 Where your withdrawal will, or may, cause a prejudicial effect on candidates, you must:
- (i) consult with the affected candidates and formulate and take action required to minimise such prejudicial effect before ceasing the provision of the Exam Services and will provide evidence of such consultation to Trinity upon request; and
 - (ii) meet any unreasonable financial burden incurred by affected candidates caused by the withdrawal.

10. COMPLAINTS AND APPEALS PROCEDURE

- 10.1 Complaints and appeals about Trinity's exams will be handled in accordance with Trinity's published procedures for complaints and appeals. You must promptly notify us of any matters raised with you by a candidate that should be dealt with under Trinity's procedures for complaints and appeals.

11. LIMITATION OF LIABILITY AND INDEMNITY

- 11.1 Nothing in these T&Cs will limit or exclude any liability by either party for death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited under English law.
- 11.2 Subject to clauses 5.12, 11.1 and 11.3:
- (i) we shall have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this Agreement for: loss of profits; loss of sales or business; loss of anticipated savings; loss of or damage to goodwill or reputation; loss of use or corruption of data or information; any ex gratia payments; or any special, indirect, consequential or pure economic loss;
 - (ii) our liability for any claim or series of connected claims whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this Agreement shall be limited to a maximum sum equal to the higher of (a) £5,000 (or its equivalent amount in local currency at the time) or (b) the total Exam Booking Fees and/or the Minimum Booking Fees (as applicable) payable by you under the Agreement within the period of 12 months preceding the event giving rise to the claim.
- 11.3 You agree to compensate and indemnify Trinity in case of any damages or loss suffered by Trinity, its nominated representatives or employees out of or in connection with any:
- (i) claims made by you or any of your employees or other persons acting on your behalf for any employment-related payment or remuneration; or
 - (ii) alleged and/or actual infringement or theft of any Confidential Information or Intellectual Property or of any third party intellectual property rights by your employees or other persons providing the Exam Services on your behalf.
- 11.4 For the duration of this contract and for one year thereafter, you will maintain full and comprehensive insurance at a level sufficient to cover any potential risks arising from your operations as a Registered Exam Centre. Upon request, you must provide to Trinity evidence of the validity of the insurance held in accordance with this clause 11.4.

12. DURATION AND TERMINATION

- 12.1 This contract will remain in effect unless terminated earlier in accordance with this clause or until we publish changes to these T&Cs.
- 12.2 Either party may terminate this contract without cause or compensation (but without prejudice to any of its rights or remedies):
- (i) on giving the other three months' written notice;
 - (ii) by reason of force majeure, in accordance with the provisions of clause 15.4.

- 12.3 Without prejudice to any of its rights or remedies, we may terminate this contract immediately without liability by written notice if:
- (i) your centre fails the preliminary centre inspection pending confirmation of registration or any subsequent inspection;
 - (ii) you commit an irremediable breach or a material breach of this Agreement (including of any Trinity policy or procedure notified under it) which you fail to remedy within 14 days;
 - (iii) we reasonably consider that your conduct is prejudicial to our interests or is not consistent with our brand values or may bring us into disrepute;
 - (iii) the person who determines the affairs of your centre (either by means of majority shareholding, voting power or the terms of any constitution) changes; or
 - (vi) you do not present candidates for Trinity exams for a period of 12 consecutive months.
- 12.4 We reserve the right to suspend or restrict your centre registration and access to our administrative systems in respect of any exam subject or any Approved Venue if you commit a suspected breach of these T&Cs or during any necessary investigation.
- 12.5 Without prejudice to any other rights or remedies which either party may have, either party may terminate this contract immediately without liability on giving written notice to the other if the other party is wound up or goes into liquidation or an application for an administrator is filed for appointment, or a receiver, administrative receiver, administrator or trustee in bankruptcy is appointed, or a creditor takes possession of any part of the other party's assets or the other party suspends or ceases payment of its debts or suspends, ceases or threatens to cease to carry on business (or any equivalent event occurs in any jurisdiction in which that other party is incorporated, is resident or carries on business).

13. CONSEQUENCES OF SUSPENSION OR TERMINATION

- 13.1 Immediately upon the suspension, expiry or termination of this contract (or at our reasonable request if investigating your conduct):
- (i) you will take all reasonable steps to act in your candidates' legitimate best interests;
 - (ii) you will fulfil all of your outstanding obligations, such as immediately paying all outstanding sums due to Trinity and hosting any forthcoming Trinity exams (unless we request otherwise), and then you will:
 - (a) suspend or discontinue your activities as a Registered Exam Centre;
 - (b) do such things and execute all further documents as may be necessary to vest all rights, title and interest in any Intellectual Property Rights belonging to Trinity; and
 - (c) cease to use Trinity's administrative systems and any of Trinity's Intellectual Property and promptly hand over all Intellectual Property in your possession to Trinity, including candidate data.
- 13.2 On termination or expiry of this contract with Trinity for any reason, each party's accrued rights and liabilities as at expiry or termination, as well as clause 5 (*Confidentiality, Security and Data Management*), clause 8 (*Special Conditions*), clause 11 (*Limitation of Liability and Indemnity*), clause 13 (*Consequences of Suspension or Termination*), clause 15.11 (*Governing Law and Jurisdiction*), clause 15.12 (*Language*) and clause 16 (*Declaration*) will survive and continue in full force and effect.

14. SUBCONTRACTING

- 14.1 You may not assign, transfer, charge, or otherwise dispose of any of your rights, benefits or obligations arising out of this contract to a third party without Trinity's prior written consent.
- 14.2 Where you sub-contract any of the Exam Services to a third party, you must ensure that the third party has the appropriate capacity and capability to deliver the Exam Services and is contracted (as far as applicable) on the same terms and conditions as set out in these T&Cs.

15. GENERAL

- 15.1 We will give you reasonable notice of any changes made to these T&Cs or to any document incorporated into this contract.

- 15.2 In case of any conflict between these T&Cs and any other documentation incorporated into it, the provisions of these T&Cs will prevail. No variation of this contract will be valid unless it is made by Trinity in writing and officially published or circulated.
- 15.3 The invalidity, illegality or unenforceability of any term, part-term of or any right arising pursuant to these T&Cs will not affect the validity, legality or enforceability of its remaining term.
- 15.4 Neither party will be in breach of these T&Cs nor liable for a delay or failure in performance resulting from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time allocated for performing its obligations provided that, if the period of delay or non-performance continues for 30 days from the date of occurrence, the party not affected may terminate this contract by giving 14 days' written notice.
- 15.5 Without prejudice to any other rights or remedies that Trinity may have, you acknowledge and agree that damages alone may not be an adequate remedy for breach of the terms of this contract and that Trinity shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach by you of any of the terms of this contract.
- 15.6 Any notice given under this contract must be in writing. Notice may be given by pre-paid first-class post or by email, in your case to the centre representative recorded as such on our Trinity IT systems, and in the case of Trinity, to the Director of Legal Services. A notice will be deemed received 5 days after posting if sent by first-class post and at 5pm on the day of sending if sent by email, provided that any notice received on a weekend or public holiday or after 5 pm (local time at the place of receipt) will be deemed to be received on the next business day (that is, a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business).
- 15.7 No one other than a party to this contract shall have any right to enforce any of its terms.
- 15.8 Nothing in these T&Cs is intended to make you an agent or partner of Trinity or to constitute a joint venture between you and Trinity.
- 15.9 In the event that either party fails to exercise any right or remedy contained herein, this will not be construed as a waiver of that right or remedy.
- 15.10 These T&Cs will be governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 15.11 These T&Cs are drafted in the English language. If these T&Cs are translated into any other language, the English language text shall prevail.
- 16. DECLARATION**
- 16.1 You further warrant, represent and undertake to Trinity that:
- (i) {{*[]}} you have the necessary power and authority to enter into and perform your obligations under this contract; and
 - (ii) {{*[]}} the information provided by you in connection with your registration as a Registered Exam Centre is true and not misleading.
- 16.2 You recognise that you are legally and financially independent of Trinity.

SCHEDULE

INTERPRETATION AND DEFINITIONS

1. References to 'these T&Cs' and to 'this contract' include the T&Cs, its schedule and any other documents attached to it or incorporated by reference to it (all as amended or added to from time to time).

2. References to 'you', 'your' or 'your centre' are references to the legal entity or person(s) (whether operating as a self-employed person or in partnership) contracting to become a Registered Exam Centre.

3. References to any party to this contract include reference to its successors and permitted assigns and this Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns.

4. Reference to a provision of law is a reference to that provision as extended, applied, amended or enacted from time to time and includes any subordinate legislation.

5. References to 'including' or 'in particular' in this Agreement will be treated as being by way of example and will not limit the general applicability of any preceding words.

Commencement Date means
{{!commencementdate}}

Conditions of Recognition means the 'General Conditions of Recognition' issued by the Office of Qualifications and Examinations Regulation (**Ofqual**) current at the date of this agreement (as amended from time to time); and any further conditions of recognition published by any regulatory body which apply to Trinity or not published and which Trinity has communicated to you in writing.

Confidential Information means any and all information of a secret or confidential nature and not publicly known (whether or not marked proprietary and/or confidential, oral or written, and however stored) and which has been or will be provided by Trinity to you, or which you become aware of as a result of entering into and performing your obligations under this contract, including but not limited to Trinity's technical, financial, academic or business information.

Data Controller means the person who, alone or jointly with others, determines the purposes for which and the manner in which any Personal Data are processed.

Data Protection Laws means all applicable laws and regulations governing the use or processing of Personal Data, including (where applicable) the Data Protection Act 1998 or the General Data Protection Regulation, whichever is in force in the UK at the relevant time, and

any applicable equivalent laws in your territory.

Data Security Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the candidate Personal Data.

Exam Booking Fees means the assessment charge payable to Trinity for each exam booked by your centre;

Exam Services means the services to be provided by you, as set out in clause 3.1.

Fees means the aggregate fees payable to Trinity in respect of each exam booked by your centre including all Exam Booking Fees, Minimum Booking Fees and Late Exam Booking Fees.

Intellectual Property means all intellectual property rights in Trinity's business, products and services including without limitation: all patents, patent applications, goodwill, names, logos (including Registered Exam Centre Logos), Trinity Marks, design rights, copyright and all related rights in any Trinity Exam, specifications, regulations, guidance and ancillary products (such as rights in typographical arrangements and in sound and video and/or sound recordings), know-how, data (including candidate data and information), databases (including candidate databases and whether registrable or not in any country), internet expertise, software, proprietary hardware, technical information, and graphic representations and likeness of Trinity services, products or premises.

Late Exam Booking Fee means a surcharge applicable to Trinity's standard Exam Booking Fees in respect of all candidate entries received after the exam closing date.

Minimum Booking Fees means a minimum fee threshold payable to Trinity in order to cover its costs in assessing candidates.

Personal Data means any data which relates to an identified or identifiable natural person.

Registered Exam Centre means a centre that has been authorised and registered by Trinity to provide Trinity exams.