

Registered Exam Centre Agreement: Frequently Asked Questions

CI 2.3

What do I need to do to obtain access to Trinity's IT systems?

We will provide you with the necessary access details to our online administrative platform called 'Trinity Online' on signature of our agreement. You will be required to accept our Terms of Use when you first log onto our IT system before you can start using it.

CI 3.2

What do I need to do to register candidates at another venue?

Trinity has an approval process in place for each venue where Trinity exams are hosted. If you need to register a new venue, please go to our website and download an applicable form, or talk to your Trinity representative.

CI 3.3

What do I need to do to book exams in other subject areas than those stated in my current contract?

You are only authorised to conduct the exams for which we have successfully assessed your centre's capacity and capability to run them. If you would like to add exams to those stated in your current contract, please go to our website and download an applicable form, or talk to your Trinity representative.

CI. 4.1(iv)

Will my centre be required to accommodate candidates who haven't studied at my centre in its exam sessions?

No, you will not be required to do this. However, with your permission, we may ask that you provide places in exams to candidates who are taking re-sits in your area. We will not confirm to candidates that their re-sit will take place at your centre until we have received your confirmation that it is possible to do so.

CI. 4.2(i)

How will I know what laws and regulations apply?

It is your responsibility as a Registered Exam Centre to find out what laws in your country govern your activities and to comply with them. These laws would include, for example, requirements concerning staff, candidates, and visitors' health and safety, anti-discrimination and data protection.

While Trinity sets its own standards, best practice and guidance in accordance with the law of England and Wales, please be aware that your local laws may require you to take on additional responsibilities towards your candidates.

CI 4.2(ii)–(iv)

Where can I find information about Trinity's policies, operational procedures, syllabuses and regulations, information and guidance?

Information on our policies can be found in the Registered Exam Centre Handbook. Operational procedures for the administration of our exams is contained in the Best Practice Guidebook for the relevant subject.

Trinity's syllabuses, exam regulations, the dates of written exams and Trinity's policies can all be found on Trinity's website. Please check www.trinitycollege.com/examcentres for updates.

Cl. 4.3

What are Ofqual's General Conditions of Recognition and how do they affect my relationship with Trinity?

Ofqual is a UK-based regulator which imposes quality assurance conditions on awarding bodies such as Trinity. Ofqual expects Trinity to maintain a high standard in the delivery of its qualifications by centres.

You can read these here: <https://www.gov.uk/government/publications/general-conditions-of-recognition>.

Cl. 5.3

How will Trinity notify my centre about its fees?

Notification will be sent to your centre by the National, Area or Local Area Representative for your territory.

Cl. 5.6

Where can I find the standard terms and practical details for the scheduling of exam visits?

The procedures for booking exam visits, in particular our 'standard terms' for scheduling exam visits, are set out in the Registered Exam Centre Handbook. More detailed guidelines are also available in our Centre Best Practice Guidebook.

All exam booking fees are calculated on Trinity's assessment costs on a per candidate basis. There is no requirement for a minimum number of candidates to attend a particular exam session, but all exam sessions requiring an examiner are subject to a minimum booking fee.

Cl. 5.7(ii)

Will I have to pay any tax in addition to the fees payable to Trinity?

If you are based in a country where Trinity is subject to withholding tax, at our request you will withhold tax at the applicable rate prior to making any payments to Trinity.

All taxes relating to the running of your centre are payable by your centre at the applicable local rate, including: tax payable on your centre's income; business taxes; taxes and other contributions payable in relation to employees' salaries, etc. This principle is also covered under clause 9.1(vii), whereby you guarantee to Trinity that you will be solely responsible for these costs.

Cl. 6.1

Where can I find information about Trinity's requirements regarding Data Protection?

Trinity's Data Protection Policy can be found at www.trinitycollege.com/policies, and sets out principles and guidance derived from the laws applicable in England. The policy sets out the minimum requirements which your centre is required to comply with when processing candidates' personal data on behalf of Trinity.

Cl. 6.2

Where can we find information about Trinity's security requirements regarding the storage of exam papers and the verification of candidates' identity?

Information on Trinity's security requirements can be found in Trinity's Data Protection Policy at www.trinitycollege.com/policies and in our Best Practice Guidebooks.

Cl. 6.4

What is the 'right of audit' requested by Trinity?

In order to ensure that it can comply with the General Conditions of Recognition, Trinity may need to access your records (for example learners' records) in order to review the quality of exam delivery at your centre. Please rest assured that this clause does not give Trinity an extended right to access your business information, unless it is relevant to the query.

Cl. 7.1

What is a practical example of risk management that my centre may be expected to have in place?

Having a risk management strategy in place is very important, especially if working with young children. In this instance we would expect you to have a child protection policy in place that will enable everyone working with your centre to know what to do in order to protect the safety of their learners.

Cl. 8.2

Where can I find Trinity's Brand Guidelines?

The Brand Guidelines will be supplied to you when you are issued with your Registered Exam Centre contract and may be updated from time to time. Please check www.trinitycollege.com/examcentres for updates.

Cl. 10

What happens if I decide to withdraw from my exam services?

In the event of your centre wishing to stop delivering Trinity exams at any point during the contract, you can do so by giving written notice to Trinity. At this point, both Trinity and your centre have a duty to protect the interests of learners who take a Trinity qualification, so this clause provides for a transition period of three months during which we will work with you to take some appropriate steps, for example by directing learners to other centres.

Cl. 12.1 and 12.2

Why is there a reference to damages for death or personal injury, fraud, fraudulent misrepresentation, deceit or criminal acts in the contract?

We have to refer to these categories of damage in the contract because it is against the law in England to exclude liability for these categories of damage. Thus, we need to make clear that Trinity's liability for any such categories of damage would be uncapped. However, we do not expect them to happen! Apart from these categories of damages, Trinity's liability to your centre and your liability to Trinity is limited to direct losses. Any compensation in this category will be limited to an amount equal to £5,000 or the total entry fees (or minimum booking fees, if applicable) that your centre has paid to Trinity in the 12 month period prior to the breach, if higher than £5,000.

Cl. 12.2

What is the purpose of the 'indemnities' (guarantees for compensation) in clause 14.2?

These indemnities are there to protect Trinity against any claims by your centre employees for any employment-related payments and against any infringement or theft of Trinity data, confidential information and intellectual property rights by your centre's employees or other persons acting on the centre's behalf. We don't expect that this will ever happen, but if it did, it would be your centre's responsibility.

Cl. 12.4

What would be considered full and comprehensive insurance?

Most centres will already have insurance in place. What we mean is, as a minimum, insurance to cover any person (candidates or persons working on your behalf) on school or centre premises against accidental injury or death.

In addition, your centre may be able to obtain insurance cover for damage suffered by itself or against third party claims made against it in relation to damage to property, negligence, misuse of intellectual property, dishonesty, breach of confidentiality, misuse of personal data, defamation, etc.

Cl. 13.1

How long will this contract last for?

This contract is intended to run for four years, unless either of us gives the other three months' notice that it wishes to terminate the agreement earlier. Moreover, if your centre remains inactive for a period of one year, or if your centre fails to comply with our terms and conditions, this contract may also terminate prematurely.

Can I terminate the contract at any time?

Yes, your centre can terminate the contract at any time on giving Trinity three months' written notice. Similarly, if there is a force majeure event that continues for 30 days and results in the non-performance of the contract by Trinity, you can terminate the contract on giving 14 days' notice.

Where your centre contract terminates early, we may ask you to fulfil obligations to Trinity that remain unfulfilled at the time of termination (such as allowing enrolled candidates to take their exam, see clause 14.1).

Cl. 14

What will happen on termination?

We require that you cease using all of Trinity materials and our IT systems on expiry or termination of the contract. If any exam booking is in progress we would ask that your centre continues to take care of all remaining candidates and finish off the administration of scheduled exams. This means that if the contract is scheduled to terminate in March, and you still have candidate appeals pending in April, we would ask that you continue to liaise with us and respond to candidate enquiries in the normal way until all outstanding matters have been dealt with.

Cl. 15

Why do I need Trinity's permission before sub-contracting any part of my services to a third party?

This approval process is designed to ensure that Trinity can remain satisfied that sub-contracting will not affect the overall quality and high standard of your exam services.

Cl. 16.1

Can we change the terms of the contract after it has been signed?

The contract cannot be changed unless both parties agree to the change in writing and sign the corresponding variation document.

Cl. 16.3

What does clause 16.3 mean?

If any condition becomes invalid because of a change of law in England, or is not enforceable in a given country, this clause is designed to ensure that the remaining terms and conditions of the contract are still valid, rather than the whole contract becoming null and void.

Cl. 16.4

Will the contract terminate if I am prevented from providing the services to Trinity, for example, if there is a natural disaster in my region?

This clause explains that a party cannot be found at fault if it is prevented from carrying out its obligations under the contract as a result of an event that is beyond its control, unless that event lasts for more than 30 days, in which case the other party is entitled to terminate the contract at its discretion by giving 14 days' notice.

Cl. 16.5

What are the consequences in the event of a breach of contract?

This clause explains that damages alone may not be an effective remedy for a breach of contract. So, for example, if you were infringing Trinity's intellectual property, Trinity might seek a court order to prevent you from doing so in addition to seeking damages for the misuse.

Cl. 16.7

Why is there a reference to third parties in this clause?

No one other than the parties stated at the top of the contract have any right to put our contract into practice or dispute any matter about it before the courts.

Cl. 16.10

Why does this clause refer to an 'entire agreement'?

This clause is designed to give each party certainty over the terms of the contract — all agreed commercial and legal terms are set out clearly in the contract and replace any terms that might have been agreed prior to this. In cases where a commercial term (for example, the details of our minimum booking fees) or a particular process (for example, our scheduling processes) are set out in subordinate documentation because they may be subject to change throughout the life of the contract or would otherwise be too lengthy to set out in the contract itself, this contract will expressly refer to this, therefore giving you peace of mind that you will always be able to know the commercial basis upon which you will be dealing with Trinity. As such, you will be also able to use the contract as a reference guide, pointing out where 'living' commercial terms and working procedures can be accessed.

Cl. 16.12

Why does the English version of the contract prevail?

This clause applies where a translation of the contract has been provided by Trinity. While we have taken reasonable care to provide translations as close as possible to the original, the English version of this contract will prevail. Please also note that, as Trinity is an exam board based in England, our contract is governed by English law.