

## STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF REGULATED COMPETENCE-BASED QUALIFICATIONS (NVQs) AND ASSOCIATED SERVICES

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### INTRODUCTION

CADUK - The Competence Assessment & Development Centre UK LTD (registered in England & Wales, company no. 11277644, registered office SB218 University of Wolverhampton, Telford Campus, Priorslee, Telford, TF2 9NT, United Kingdom, telephone +44 (0)1952 287 366, website [www.caduk.co.uk](http://www.caduk.co.uk), part of the CADUK group of companies) (hereafter “CADUK”, “we”, “us” or “our”) is an approved assessment centre with one or more Awarding Organisations (currently including but not limited to NOCN, SQA and ProQual). These Standard Terms and Conditions (“Terms”) apply to every contract for the supply of our services, whether you are:

- an individual learner (“Learner”);
- the employer or another commercial body paying on behalf of a Learner (“Client”); or
- a third-party training provider/assessor operating under your own branding but using CADUK approval (“Partner”).

By ordering, paying for, or otherwise commencing any service with CADUK you confirm that you have read, understood and agree to be bound by these Terms. Variations are valid only if agreed in writing and signed by a CADUK director. Nothing in these Terms affects statutory rights under UK law.

### SISTER COMPANY RELATIONSHIP

As CADUK - The Competence Assessment & Development Centre UK LTD and CADUK Skills Academy LTD are sister companies within the CADUK group, relevant policies, procedures and information may be shared between them to maintain compliance and service quality. By engaging our services, you acknowledge and consent to such sharing as necessary.

### 1. DEFINITIONS

- **Awarding Organisation (“AO”)** – an organisation recognised by a UK qualification regulator that awards regulated qualifications.
- **Assessment Portfolio** – the body of evidence produced by the Learner to demonstrate competence.
- **CITB** – the Construction Industry Training Board.
- **Cooling-Off Period** – the 14-calendar-day period prescribed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during which an individual Learner who is a consumer may cancel.
- **ePortfolio** – CADUK’s electronic portfolio platform currently located at <https://cadukeportfolio.com> (URL may change).
- **External Quality Assurer (“EQA”)** – an AO representative who verifies assessment and internal quality assurance decisions.
- **Fast-Track NVQ** – a programme marketed or agreed as capable of being completed in an

- accelerated timeframe provided the Learner meets all evidence and engagement requirements in a timely manner.
- **Malpractice** – as defined in CADUK’s Staff & Learner Malpractice Policy (available to Learners via their ePortfolio).
- **NVQ** – a competence-based qualification regulated in the UK.
- **Registration Date** – the date CADUK registers the Learner with an AO.
- **Statutory Minimum** – rights that cannot lawfully be excluded, including the Cooling-Off Period.

## 2. QUOTATIONS, ORDERS & FORMATION OF CONTRACT

2.1 Written quotations or pro-forma invoices are valid for 30 days. Prices may change thereafter.

2.2 A contract is formed when CADUK issues written confirmation (including email) that we accept your order or when any payment is received, whichever is earlier.

2.3 Unless otherwise stated, prices are subject to UK VAT at the prevailing rate.

## 3. FEES & PAYMENT TERMS

3.1 Advance Payment. Unless agreed otherwise in writing, full payment is due before we commence work.

3.2 Payment Plans. Where CADUK agrees staged payments, all instalments must be paid in full before CADUK will request certification from the AO. Failure to keep to an agreed schedule may result in suspension of support.

3.3 Re-Registration & Admin Fees. Additional charges apply for:

- a. substituting a Learner (see §5);
- b. amending AO registration details after certificate issue;
- c. extending assessor support beyond 12 months;
- d. any other administrative task reasonably incurred.

Current fees are available on request.

3.4 Late Payment. CADUK may charge statutory interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

## 4. COOLING-OFF, CANCELLATION & REFUND POLICY

4.1 Cooling-Off Period (Individuals acting as Consumers). You may cancel in writing (info@caduk.co.uk) within 14 days of the contract date and receive a refund less:

- unrecoverable AO registration fees, and
- a reasonable administration charge.

4.2 Beyond the Statutory Minimum. After the Cooling-Off Period no refunds will be given under any circumstances, including (but not limited to):

- Learner withdrawal;
- employment changes;
- lack of evidence submission;
- perceived inactivity of the assessor;
- non-completion within 12 months;
- dissatisfaction with third-party outcomes (e.g. card schemes);
- changes in external funding or grant availability.

4.3 You acknowledge that CADUK incurs significant up-front costs (registration, VAT, ePortfolio licence, assessor allocation, etc.) which are non-recoverable.

## **5. SUBSTITUTION OF LEARNER**

5.1 CADUK may, at its sole discretion, permit a Client to nominate a replacement Learner within 3 months of the Registration Date. Approval is not automatic and is assessed case-by-case.

5.2 Where substitution is approved, the Client must pay:

- the current AO re-registration fee
- a CADUK admin fee.

5.3 Any prior Learner progress, evidence or time elapsed is not transferable.

## **6. DURATION & LEARNER RESPONSIBILITIES**

6.1 Learners have 12 months from the Registration Date to complete the NVQ. After this period assessor support is chargeable at CADUK's then-current rates.

6.2 Learner obligations include (but are not limited to):

- a. providing accurate information during Initial Profiling;
- b. uploading sufficient, authentic evidence in a timely manner;
- c. requesting support when required (support is available on request);
- d. ensuring personal details (name, DoB) are correct on AO documents;
- e. redacting or removing commercially sensitive or confidential data from any evidence submitted;
- f. maintaining the confidentiality of ePortfolio login credentials;
- g. refraining from sharing CADUK intellectual property.

6.3 Learners are responsible for applying for industry card schemes (CSCS, CPCS, NPORS, etc.) and for completing any requisite CITB Health, Safety & Environment (HSE) tests. CADUK does not apply for cards on Learners' behalf.

6.4 Information on third-party fees, grants, processes or memberships provided by CADUK is indicative only and may change without notice. Learners/Clients must verify details directly with the relevant organisation.

6.5 A Fast-Track NVQ remains fast only if the Learner supplies all required evidence promptly; CADUK accepts no liability for delays caused by Learner inactivity.

## **7. CADUK OBLIGATIONS**

7.1 Provide access to an assessor and the ePortfolio platform for 12 months from the Registration Date.

7.2 Respond to reasonable Learner support requests by telephone, email, video conference or ePortfolio messaging within normal business hours (Mon–Fri, 08:30–17:00 UK time), excluding public holidays and assessor leave.

7.3 Allocate a suitably qualified assessor; CADUK reserves the right to reassign a different assessor or, if operationally required, to re-register the Learner with an alternative AO. Such changes do not constitute a breach of contract and are not grounds for refund.

7.4 Maintain internal quality assurance ("IQA") in accordance with the CITB Consolidated Assessment Strategy, AO requirements and Ofqual/qualification regulator guidance.

7.5 Assessor Employment Status. CADUK engages a mix of directly employed staff and self-employed freelance assessors. Freelance assessors may simultaneously provide services to other approved assessment centres. Their independent contractor status does not diminish any obligation to uphold CADUK policies, these Terms or Awarding Organisation/regulatory requirements. CADUK remains responsible for the quality and integrity of all assessment decisions, and every contractor assessor is bound by a written agreement covering confidentiality, data protection and conflicts of interest.

## **8. ASSESSMENT PROCESS, EQA & CERTIFICATION**

8.1 All assessment decisions are subject to IQA and EQA sampling. An EQA may request additional evidence or overturn an assessor/IQA decision, which may delay or prevent certification. Learners must co-operate accordingly.

8.2 Award of the NVQ is contingent upon AO approval. CADUK is not liable for decisions made by the AO.

8.3 Certificates are issued electronically (PDF). Hard-copy postage outside the UK incurs additional charges.

## **9. MALPRACTICE & TERMINATION**

9.1 CADUK may suspend or terminate assessment immediately where, in our reasonable opinion, the Learner/Client has committed Malpractice or otherwise breached these Terms. No refund is due.

9.2 Upon termination the Learner's ePortfolio access may be removed. CADUK will retain assessment records in accordance with AO and regulatory retention schedules.

## **10. INTELLECTUAL PROPERTY & CONFIDENTIALITY**

10.1 Scope of CADUK IP. All content created or supplied by CADUK, whether made available on our websites, ePortfolio platform, marketing materials or elsewhere—including (without limitation)

page layouts, text, graphics, photographs, videos, logos, trade names, brand style ("look and feel"), software code, evidence guides, handbooks, policies and system screenshots—remains the intellectual property of CADUK or our licensors.

**10.2 Prohibited Uses.** You must not copy, reproduce, modify, republish, upload, post, transmit, scrape, mirror, frame, distribute or commercially exploit any CADUK IP in whole or in part without prior written consent. Unauthorised use may result in civil proceedings and/or criminal prosecution.

**10.3 Use of CADUK Brand.** Use of CADUK names, logos or other brand identifiers in a manner likely to cause confusion, imply endorsement, or pass off association is prohibited without express written permission.

**10.4 Licence to CADUK.** Learners grant CADUK a worldwide, non-exclusive, royalty-free licence to use their Assessment Portfolio for internal training, standardisation or audit purposes. Where used, personal data is processed in accordance with our Privacy Notice.

**10.5 Data Security.** CADUK implements reasonable technical and organisational measures to safeguard data but cannot guarantee absolute security. Learners must avoid uploading documents containing sensitive personal data or commercially confidential information unless suitably redacted.

## **11. DATA PROTECTION & PRIVACY**

**11.1** CADUK processes personal data as Data Controller in accordance with the UK GDPR and Data Protection Act 2018. Our Privacy Notice (latest version on our website) explains lawful bases, retention and data-subject rights.

**11.2** CADUK may share Learner data with:

- AO staff (for registration, EQA and certification);
- external contractors (e.g. freelance assessors) bound by confidentiality;
- regulators or law-enforcement where legally required.

CADUK does not sell personal data.

## **12. THIRD-PARTY SERVICES & LINKS**

**12.1** CADUK is independent from card schemes (CSCS, CPCS, NPORS, etc.) and professional bodies (CITB, CIOB, ICWCI, IOSH, etc.). Completion of an NVQ does not guarantee acceptance by any third party, funding approval or grant payment.

**12.2** Fees, rules and processing times published on CADUK materials about third parties are provided as guidance only and may vary. Learners/Clients must confirm current requirements directly with the relevant organisation.

## **13. LIABILITY**

**13.1** Nothing in these Terms limits liability for death or personal injury caused by negligence,

fraud, or any other liability which cannot lawfully be excluded.

13.2 Subject to 13.1, CADUK's total aggregate liability under any contract is limited to the amount paid by the Client/Learner for the specific service in question.

13.3 CADUK is not liable for:

- consequential or indirect loss;
- loss of profit or business interruption;
- loss arising from card scheme or third-party decisions;
- data breaches resulting from Learner failure to redact sensitive data;
- delays caused by Learner inactivity or unavailability.

## **14. FORCE MAJEURE**

CADUK is not liable for failure or delay caused by events beyond reasonable control, including but not limited to industrial disputes, acts of God, pandemics, war, cyber-attacks, or failure of communications networks.

## **15. VARIATION**

CADUK may amend these Terms to comply with law, regulator or AO requirements or to reflect changes in our services. The latest version is always available on our website. Material changes will not retroactively reduce Learner rights already accrued under contract.

## **16. RELATIONSHIP BETWEEN CADUK – THE COMPETENCE ASSESSMENT & DEVELOPMENT CENTRE UK LTD & CADUK SKILLS ACADEMY LTD**

16.1 CADUK is a sister company of CADUK Skills Academy LTD. The two entities share certain resources (e.g. assessors, IQA, ePortfolio platform). A Learner may be registered with one company but receive services delivered in whole or part by the other. This does not affect the validity of the qualification or constitute grounds for complaint.

## **17. GOVERNING LAW & JURISDICTION**

These Terms and any dispute arising from them shall be governed by and construed in accordance with the laws of England and Wales. Exclusive jurisdiction lies with the English courts.