

## **Advance Assessments Limited Terms and Conditions of Business**

### **1. Scope:**

These conditions apply to and govern and shall be deemed to be incorporated in all contracts for the supply of materials and services by Advance Assessments Limited ("the Company") to any other person firm or company ("the Customer") and shall in all respects prevail over any inconsistent terms warranties conditions descriptions or representations contained or referred to in the Customer's Order or in any prior negotiations between the Company and the Customer or their representatives or in correspondence or elsewhere and any terms conditions or stipulations to the contrary are hereby excluded and extinguished save for those expressly agreed to in writing by both the Company and the Customer. These conditions apply to the delivery of End Point Assessments (EPAs) for Apprentices.

### **2. Delivery and Time for Performance:**

- 2.1 All Services to be supplied pursuant to this Contract (together with any materials to be supplied ("the Services")) will be carried out by online video-link, by telephone, or at the Company's premises, or at the premises of the Customer, or at premises nominated by the Customer, as specified in the Company's quotation.
- 2.2 The Company shall not be under any liability to the Customer in respect of any delay in performance owing to circumstances beyond the reasonable control of the Company.
- 2.3 Unless otherwise agreed Services shall be delivered to the Customer by online video-link, by telephone, or at the Customer's premises, or at premises nominated by the Customer (and provided for the purpose of fulfilling the Contract at no expense to the Company).
- 2.4 If default is made in payment on the due date in respect of any one or more payments the Company shall have the right at its option to suspend all further work for the Customer pending payment or to terminate all outstanding contracts by notice in writing to the Customer. The right of the Company to suspend work or terminate such Contracts shall be without prejudice to any other right or remedy that the Company may have against the Customer.

### **3. Prices:**

Unless otherwise specified prices shall be those specified in the quotation. Such prices are valid for 30 days from the date of quotation but thereafter the Company shall have the right to revise quoted prices to take account of any change in costs. All prices quoted or accepted are exclusive of Value Added Tax which will be added at the rate prevailing at the time of supply. Note that at the time of preparing these Terms and Conditions EPA services for levy-funded Apprentices are VAT exempt.

### **4. Quotations:**

Quotations and tenders by the Company shall not constitute offers and the Company reserves the right to withdraw or amend the same at any time prior to acceptance of the Customer's order. All quotations given are subject to acceptance by the Company on receipt of the Customer's order and no Contract shall be considered concluded until such confirmation is given or the Customer's order is otherwise accepted, for example by registering apprentices onto the Company's online assessment system.

### **5. Payments:**

- 5.1 A fee of £25 per Apprentice is payable on the order of EPA services for that Apprentice. The balance of the EPA service charge is payable on completion of EPA services. For the purpose of this Contract the completion of EPA services will be defined as the issue of completed EPA grades to an Apprentice. Note that the issue of an Apprenticeship Certificate is the responsibility of the Education and Skills Funding Agency (ESFA) and delay in this will not have bearing on the payment terms herein.
- 5.2 The Company will send invoices relating to the Services in accordance with the payment terms herein.

## **Advance Assessments Limited Terms and Conditions of Business**

- 5.3 The payment terms for all invoices issued shall be that full payment is to be received within 30 calendar days of the invoice date.
- 5.4 The Company shall have the right to charge interest at the annual rate of four per cent (4%) above Bank of England base rate on the total amount of any invoice not paid by the due date. Such base rate shall be that prevailing on the due date or if that is not a bank business day, that prevailing on the next such business day.
- 5.5 If payment is not due it shall become automatically due immediately on the commencement of any Act or Proceedings in which the Customer's solvency is involved.

### **6. Variations:**

Any special requirements are to be noted in the quotation and work schedule or shall be the subject to a specific variation to the Contract acknowledged by both parties.

### **7. Cancellations:**

Orders accepted by the Company cannot be cancelled by the Customer without the prior written consent of the Company and in the event of such cancellation the Company shall be entitled to charge the Customer costs and expenses incurred, loss of profit and labour time wasted.

### **8. Liability:**

- 8.1 In the event of any defect which is duly notified to the Company for rectification and for which the Company is responsible the Company shall endeavour to make good any such defect.
- 8.2 The Company will carry out the Services using reasonable care and skill and where the Customer deals with the Company as a consumer the Customer's statutory rights are not affected. In the case of a Customer who deals with the Company in the ordinary course of business all conditions and warranties whether express or implied by statute common law or otherwise as to the quality or fitness for purpose of the Services are excluded to the fullest extent permitted by Applicable Law.
- 8.3 The Company will not be liable for any indirect or consequential loss, damage, cost or expense of any kind and however caused, indirectly or directly relating to the Services, whether arising under contract, tort (including negligence) or otherwise. Furthermore, the Company will not be liable for any loss of revenue, loss of production, loss or corruption of data, loss of profits, loss of contracts, loss of operation time, loss of business or goodwill or anticipated savings. Liability for all claims relating to the Services is hereby excluded to the fullest extent permitted by Applicable Law.

### **9. Advance Assessments responsibilities in providing EPA services will be to:**

- 9.1 Appoint qualified and experienced independent assessors and internal verifiers
- 9.2 Provide EPA guidance materials for Apprentices registered on the Advance Assessments online assessment system
- 9.3 Provide assessment materials for use during the EPA
- 9.4 Use reasonable endeavours to ensure that the independent assessors and internal verifiers provide standardised EPAs and are provided with clear guidance so that assessment decisions across assessments to an Apprenticeship standard are consistent
- 9.5 Liaise with the Customer with regards to the EPA
- 9.6 Conduct the EPA and use the evidence from this to determine apprenticeship grades for an Apprentice
- 9.7 Complete all necessary administration relating to the EPA
- 9.9 Provide each Apprentice with a statement of their individual grade with feedback, focussed on any areas that may require a re-sit
- 9.8 On successful completion of all EPA requirements by the Apprentice, apply to the ESFA for the final apprenticeship certificate and despatch. Despatch of the certificate to the employer's address, as provided to Advance Assessments is the responsibility of the ESFA.

## Advance Assessments Limited Terms and Conditions of Business

### 10. Customers in receipt of EPA services will be required to:

#### 10.1 Prior to the start of the provision of EPA services

10.1.1 Provide a completed Advance Assessments Gateway Completion Report for the relevant standard for each Apprentice indicating that the Apprentice has met all Gateway requirements. The Gateway Report must be signed by the Employer, the Training Provider and the Apprentice

10.1.2 Ensure that the Gateway evidence required by the relevant Apprenticeship Standard is provided concurrently with the Gateway Completion Report

10.1.2 Pay the relevant EPA registration fee to the Company.

#### 10.2 Following the start of EPA services

10.2.1 Ensure that all Apprentice EPA evidence required by the relevant standard is uploaded to the Advance Assessments online assessment system within one (1) month of the submission of an Apprentice's Gateway Completion Report

10.2.2 Agree and confirm a date, time and location for each element of each EPA

10.2.3 Where it is a requirement of an EPA, provide a suitable person (as defined in the EPA plan) to attend all elements of each EPA where a nominated attendee is stipulated. This person's attendance must be prompt and complete, according to the times and dates agreed between the Company and the Customer. This person must have read and understood the requirements of the EPA plan for the EPA elements they attend

10.2.4 Where a suitable person as described in section 10.2.3 is not available for a scheduled EPA activity, the Company will not be able to conduct that element of the EPA and will invoice the Customer for that element of the EPA in full

#### 10.3 On completion of EPA services

10.3.1 On completion of EPA services, as defined in section 5.1 herein, pay the balance of the EPA service fee to the Company.

### 11. Termination:

If the Customer enters into a deed of arrangement or compounds with his creditors or if a receiving order is made against him or (being a company) shall pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver shall be appointed of any of the assets or undertaking of the Customer or if circumstances shall arise which entitle the Court or a creditor to appoint a receiving or manager which entitle the Court to make a winding up order or if the Customer takes or suffers any similar action in consequence of debt or commits any breach of the Contract the Company may stop the Services and/or suspend further Services and by notice in writing to the Customer may forthwith determine the Contract without prejudice to any claim or right of action that the Company may have against the Customer.

### 12. Notices:

Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid first-class post addressed to the other party concerned at its principal place of business or last known address.

### 13. Headings:

The headings to the clauses in these Conditions are for guidance only and shall not be used in any way in the interpretation of their meaning.

## **Advance Assessments Limited Terms and Conditions of Business**

### **14. English Law / Jurisdiction:**

The contract shall be governed by and construed and interpreted in accordance with the laws of England and the Customer and the Company hereby submit to the non-exclusive jurisdiction of the English Courts.