

## **Terms and Conditions for NVQ Delivery**

This agreement comes into force when a completed Compass NVQ Enrolment Form is submitted to register an NVQ qualification with Compass Skills Training Ltd.

## **Disclaimer of Warranties and Limitation of Liability**

Compass Skills Training Ltd are ISO 9001 certified and carry out the NVQ qualification process with by adhering to ISO 9001 Quality Management System Standards.

Any liability arising under any agreement between you and Compass Skills Training Ltd shall be limited to any sums paid by you to Compass Skills Training Ltd. As far as permitted by law, Compass Skills Training Ltd shall not be liable to any person for losses or damages that were not reasonably foreseeable and that were not caused by any contravention on Compass Skills Training Ltd part.

Compass Skills Training Ltd shall not be liable to any person for any direct or indirect loss or damage as a result of your training or NVQ enrolment. Should any liability arise, it will be limited to the NVQ fee paid.

## **Our Obligations**

Compass Skills Training Ltd will provide the Learner with appropriate as required Resources, Learning Materials, Assessors Services, Registration with the Awarding Body and Certification, as described in the NVQ Qualification. Compass Skills Training Ltd confirms the provision of such will meet a satisfactory standard. Compass Skills Training Ltd aims to produce materials of the highest quality, allowing for error. The Learner is responsible for inspecting the qualification materials following receipt. The Learner is responsible for contacting Compass Skills Training Ltd if the Learning Materials are not suitable.

Compass Skills Training Ltd will not be liable for any failure to perform all of its obligations where that failure is due to the actions of someone else or to any cause beyond its reasonable control. Refunds for any temporary delay in service due to circumstances beyond our control will not be granted.

## **Your Obligations**

The Learner's responsibility is to ensure obligations are met. Entering into a contract by completing the Compass NVQ Enrolment Form, the Learner agrees to complete the required tasks to gain the qualification. The Learner must be available as necessary to cooperate with the requirements of Awarding Body Quality Assurance, Internal Quality Assurance, and External Quality Assurance. The Learner's certificate can only be claimed when the Assessor is satisfied with the standard of knowledge and evidence provided, and the requirements of the

Awarding Body Quality Assurance, Internal Quality Assurance, and External Quality Assurance are achieved.

Evidence gathering includes an assessment of the Learner. It is the Learner's responsibility to keep the appointment as agreed. If an on-site visit has to be aborted for any reason; for example noise, risk, not being allowed on site, or a no-show from the Learner, the Learner will be charged for that day and another day must be scheduled.

If a Learner has to cancel an appointment, the Learner has to contact Compass Skills Training Ltd and give a minimum of 24 hours notice for cancellation.

The Learner will be allocated an Assessor. The Learner will communicate with that Assessor. Any out-of-pocket expenses incurred by the Assessor that cannot be claimed back will be claimed for from the Learner and/or their employer. See 'Additional Costs'.

### Information Access

Compass Skills Training Ltd do not guarantee that our Websites, Learning Platforms, Portals and Links, and any content on them, are continually available with uninterrupted access. Compass Skills Training Ltd may suspend, withdraw, discontinue or change all or any part of such without notice. Compass Skills Training Ltd will not be liable to service users if for any reason these (or any parts, features of or services) are removed or are unavailable at any time or for any period.

The service user is responsible for making all arrangements necessary to access and use such information. This includes having access to an appropriate device (eg: a desktop or laptop computer) that has suitable and adequate internet connectivity. An appropriate browser as recommended by Compass Skills Training Ltd that is compatible with Compass Skills Training Learning Platforms (currently "Google Chrome") must be used.

### Accreditation

The information you supply is used by the Learning Records Service (LRS). The LRS issues Unique Learner Numbers (ULN) and creates Personal Learning records across England, Wales and Northern Ireland, and is operated by the Education and Skills Funding Agency, an executive agency of the Department for Education (DfE). For more information about how your information is processed, and to access your Personal Learning Record, please refer to: <https://www.gov.uk/government/publications/lrs-privacy-notice>

The Learner has a maximum of 3 years to complete an NVQ qualification. By submitting this enrolment form you confirm you meet the eligibility requirements according to the qualification information and terms and conditions.

NVQ qualifications offered are accredited. It may be necessary to substitute an awarding organisation for another of similar or superior status due to unforeseeable circumstances. Substituted accreditation will be from an Ofqual-regulated provider. Compass Skills Training Ltd reserves the right to do so according to operational requirements, without individual notification.

### Plagiarism

Compass Skills Training Ltd will not allow copying of work or use of another person's work as evidence of competence. If plagiarism is found Compass Skills Training Ltd reserve the right to withdraw the Learner from the qualification without a refund of the course fee. A first written warning through feedback will be sent to the Learner. A resubmission of Learners work will be required. If the Learner submits on another occasion further copied or plagiarised work for evidence, they may be withdrawn from the qualification without compensation.

### Copyright

It is strictly prohibited to copy, adapt or in any other way use of all or part of such materials owned by or licensed to Compass Skills Training Ltd without the express permission of Compass Skills Training Ltd.

### Payment Terms, Fees, and Duration

The first invoice payment date is classified as the Learners enrolment date and the NVQ process begins. The Learner has 3 years to complete their NVQ from this date.

Payments must be kept up to date. Failure to keep payments up to date will result in Learner's access to materials and resources provided, stored, controlled or administered by Compass Skills Training Ltd being removed. 20 months after enrolment a monthly fee of £25 will be charged for access to our online portfolio system.

After 3 years of enrolment, if the Learner has not completed their NVQ and want to continue their portfolio, the full NVQ costs will be applicable. After 3 years Compass Skills Training Ltd reserve the right to cancel the Learners online portfolio but will archive the work they have completed for a further 3 years.

Upon payment of the final invoice Compass Skills Training Ltd will request the Learners certificate from the awarding body.

### Additional Costs

Compass Skills Training Ltd will endeavour to keep additional costs to a minimum. Reasonable travel expenses are included but will be subject to review due to requested multiple or cancelled site visits. Additional costs for hotels, travel/mileage and other sundries may apply due to the location of sites to be

visited for assessment purposes. Additional costs will be agreed and accepted by parties involved prior to any additional costs being applied.

## Promotions

Promotions are subject to availability and may be withdrawn at any time.

## Cancellation

The “Consumer Protection (Amendment) Regulations 2014” allows 14 days from the date after receipt of invoice in which to make a written request for cancellation by email.

No cancellation will be accepted if a Learner has accessed the materials and resources provided, stored, controlled or administered by Compass Skills Training Ltd as part of the NVQ order.

To cancel an NVQ Order, email: [nvqs@compassqualifications.co.uk](mailto:nvqs@compassqualifications.co.uk) within the 14 day period as stipulated with company name, Learners full name, contact details and addresses, if the NVQ is to be cancelled or postponed, and the reason for the request. Compass Skills Training Ltd will not accept verbal or telephone cancellations. Refunds will need to be approved by a Director before they are processed.

Should any problems be experienced using the qualification / course materials, please contact Compass Skills Training Ltd.

After the 14 day period, Compass Skills Training Ltd a refund request will not be processed. All fees are liable, plus any additional charges incurred for administration regardless of the notice period.

Valid refunds will be processed within 21 working days of approval, less the administration fee/assessor fees incurred on enrolment - this will be calculated on a case-by-case basis. The fee will consist of any registration fees as required, costs for time spent processing the order, and any other costs that have arisen as a direct result of the purchase, including Assessor fees.