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Centre agreement

CENTRE AGREEMENT

Between:

1. NCFE

Registered Office:

Q6, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BT;

Registered Company Number: 02896700 (England and Wales);

Registered Charity Number: 1034808;

(hereinafter *us* and variously *we* and *our*); and

2. You as an Approved Centre (hereinafter *you* and variously *your*).

Background:

We are an Awarding Organisation operating in different regulatory jurisdictions, offering a number of Services to Approved Centres in relation to our Products. Our Products comprise both Regulated and Unregulated Products.

As an Approved Centre you wish to deliver some or all of our Products. This Agreement sets out the rights and responsibilities both parties have to ensure compliance with all applicable Regulatory Conditions and other requirements as stated.

It is hereby agreed as follows:

1. Interpretation

The definitions set out in **Schedule 2** apply in this Agreement. Should any uncertainty or inconsistency arise over the interpretation of any words or phrases in this Agreement, the Schedules, or any Mandatory Documentation, as set out in **Schedule 3**, the terms of this Agreement shall prevail. Wherever appropriate, words used in the singular shall be considered to include the plural and words used in the plural shall be considered to include the singular.

2. Scope of Agreement

2.1 As an Approved Centre you shall deliver Products in accordance with our Mandatory Documentation and this Agreement.

2.2 Depending on the Products you wish to deliver we may provide Services, which are set out in **Schedule 4**, as appropriate. You shall pay for any Services you receive.

3. Date of Agreement and Duration

This Agreement commences, subject to your approval by us, on the Commencement Date and will continue until ended by either party in accordance with the terms of this Agreement.

4. Compliance with Regulatory Bodies' requirements and our Mandatory Documentation

You shall:

4.1 ensure you are familiar with the requirements of all relevant Regulatory Bodies (available upon request);

- 4.2 take all reasonable steps to ensure that we are able to comply with any Regulatory Conditions;
- 4.3 ensure no act or omission by you or your Personnel puts or may put us in breach of any Regulatory Conditions or bring us into disrepute. If this occurs you shall consult with affected Learners, Users and stakeholders to formulate and take any action required and will provide evidence of such consultation to us upon request;
- 4.4 ensure you and your Personnel are familiar with and comply with both the requirements of this Agreement and our Mandatory Documentation; and
- 4.5 adhere to any relevant Product guidelines made available by us and ensure the attendance of appropriate Personnel to any mandatory training events.

5. Charges

- 5.1 You shall be invoiced and pay the applicable Charges in accordance with our Mandatory Documentation.
- 5.2 All Charges shall be paid within 30 days of receipt of each invoice.
- 5.3 If you fail to make any payment due to us under this Agreement by the due date for payment, then, without limiting our remedies under clause 19 (Termination), you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time applying. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

6. Provision of Information and Reporting

You shall:

- 6.1 comply with all requirements for the provision of information to us and/or any Regulatory Body, as set out in our Mandatory Documentation and meet any further reasonable requests for information from us. Any such request must be fulfilled within the time specified by us;
- 6.2 provide full assistance and cooperation to us and/or any Regulatory Body undertaking any investigation relating to you and keep us fully informed about the progress of such investigation (subject to any contrary written instruction of the relevant Regulatory Body);
- 6.3 monitor activities relating to the delivery of our Products. From this monitoring you shall report to us any information which is likely to be relevant to us for the purposes of performing our functions;
- 6.4 promptly notify us in writing if you are, or if you have cause to believe that you are likely to be, subject to:
 - 6.4.1 a material change in your governance structure or legal status;
 - 6.4.2 any change of control; or
 - 6.4.3 any Insolvency Event.
- 6.5 ensure that all information provided to us is accurate and complete.

7. Identification and Management of Risks

You shall have in place appropriate systems for the identification and management of risks in relation to the delivery of our Products in line with the relevant Mandatory Documentation and

any Regulatory Conditions. You shall take all reasonable steps to prevent the occurrence of these risks. Where a risk cannot be prevented you shall mitigate the risk as appropriate and keep us fully informed.

8. Conflicts of Interest

You shall take all reasonable steps to avoid any conflict of interest which relates to you. Where, having taken all such reasonable steps, a conflict cannot be avoided you shall record, appropriately disclose, monitor and properly manage the conflict.

9. Availability of Adequate Resources and Arrangements

9.1 You shall, across the entirety of your Product delivery, including where you use Satellite and/or Sub-contract Centres:

9.1.1 manage your business and services with reasonable professional care, skill and diligence and shall ensure that no act or omission by you has, or is likely to render us non-compliant with Regulatory Conditions or renders you unsuitable to deliver any of our Products;

9.1.2 put in place effective quality assurance and management processes which you shall monitor and keep under review;

9.1.3 ensure that you retain at all times the appropriate number of Personnel who are suitably qualified and experienced and ensure that they maintain the appropriate qualifications and experience for the job they perform;

9.1.4 ensure that you have the capacity, financial and management resources, technical equipment and support to undertake the efficient delivery of all Products until at least the time by which every Learner has had the opportunity to complete his/her qualification; and

9.1.5 regularly review your resource requirements and development plans; take appropriate action on the basis of each review and provide the outcomes of each review to us upon request.

9.2 In the event that you sub-contract in order to assist in the delivery of our Products, you are responsible for the management of such sub-contractors and you must ensure their compliance with all aspects of this Agreement, in particular by ensuring they are contracted (as far as applicable) on the same terms and conditions as set out in this Agreement.

10. Registration of Learners

You shall:

10.1 ensure that each Learner is registered in line with our requirements so that each Learner can be uniquely identified; and

10.2 comply with our policies and processes in relation to the registration of learners as set out in our Mandatory Documentation.

11. Quality Assurance and Assessment

You shall:

11.1 work in line with the quality assurance processes specified in any documentation made available by us in relation to delivery, assessment or grading;

11.2 assist us in carrying out any reasonable monitoring and quality assurance activities;

- 11.3 ensure that, in relation to our Products, evidence purportedly generated by a Learner in an assessment is properly generated by that Learner (including if applicable, as a contribution to group work);
- 11.4 ensure where an assessment is required to be completed under specified conditions, Learners complete the assessment under those conditions as set out in our Mandatory Documentation; and
- 11.5 ensure that the security of our external assessment materials is maintained at all times as set out in our Mandatory Documentation.

12. Reasonable Adjustments and Special Considerations

You shall be familiar with and comply with the requirements set out in the Mandatory Documentation relating to Reasonable Adjustments and Special Considerations.

13. Retention of Records, Access to Records, People and Premises

- 13.1 You shall keep all Learner records and details of achievement in an accurate, timely and secure manner, both as requested by us and in compliance with relevant data protection legislation, and make these records available for us or any third party, should we need to review the records within the time specified by us and/or in line with our Mandatory Documentation.
- 13.2 If we, or any Regulatory Body, ask to speak to your Personnel or Learners, you will provide access and fully co-operate with these requests and all monitoring activities within the time specified by us and/or in line with our Mandatory Documentation.

14. Legal Obligations

- 14.1 When undertaking delivery of our Products you shall ensure that you do not breach any relevant regulations or laws.
- 14.2 In particular, you shall ensure that you comply with the requirements of:
 - 14.2.1 equalities legislation;
 - 14.2.2 data protection legislation;
 - 14.2.3 health and safety legislation; and
 - 14.2.4 competition legislation.

15. Enquiries, Complaints and Appeals

You shall:

- 15.1 have in place a complaints handling process and an appeals process which Learners can use;
- 15.2 answer accurately, fully and within the timescale set out in your policy or process, any complaints and appeals received by you from Learners, but shall not disclose information in breach of confidentiality or legal duty; and
- 15.3 comply with any of our processes in relation to appeals or enquiries about results and provide information and support to Learners who wish to use these processes.

16. Maladministration and Malpractice

- 16.1 You shall comply with our Maladministration and Malpractice Policy and ensure all relevant Personnel fully understand and comply with it.
- 16.2 You shall take all reasonable steps to prevent any maladministration or malpractice in the delivery of our Products including any practice which may bring us into disrepute.
- 16.3 We shall enforce any sanction as necessary where actual or potential maladministration or malpractice is suspected or identified.

17. Sanctions

- 17.1 You shall comply with our Sanctions Policy.
- 17.2 You acknowledge and agree that with immediate effect we may suspend your direct claim status (which is further set out in the Sanctions Policy) and that you will be obliged to comply with any instruction from us which may include a prohibition on issuing any certificates until further notice.

18. Management of the Withdrawal of Products

- 18.1 Withdrawal from delivery of a Product applies where:
 - 18.1.1 you cease to operate as an Approved Centre or surrender your centre approval, which shall be deemed to be a termination by you pursuant to clause 19 (Termination); or
 - 18.1.2 you cease to deliver a Product; or
 - 18.1.3 we withdraw your centre approval pursuant to clause 19 (Termination); or
 - 18.1.4 we withdraw your approval in respect of a Product; or
 - 18.1.5 we withdraw a Product from our offer which you currently make available to Learners.
- 18.2 Where any of the clauses in 18.1 above apply, you shall:
 - 18.2.1 co-operate fully with us in order to effectively manage the withdrawal and will follow our processes for the withdrawal of Products which will be set out by us at the time;
 - 18.2.2 take all reasonable steps to protect the interests of Learners;
 - 18.2.3 where required, work with us to protect the interests of Learners eg in the production of a written withdrawal plan; and
 - 18.2.4 provide clear and accurate information about the withdrawal to Learners, Users and stakeholders who are likely to be affected by the withdrawal.
- 18.3 Where your withdrawal of delivery of a Product will, or may, render us to be non-compliant with any Regulatory Condition you shall:
 - 18.3.1 consult with the affected Learners, Users and stakeholders to formulate and take any action required to minimise the non-compliance before ceasing to deliver the Product and will provide evidence of such consultation to us upon request; and
 - 18.3.2 meet any unreasonable financial burden incurred by affected Learners caused by the withdrawal.

19. Termination

- 19.1 Either party can terminate this Agreement for convenience, without the need to give any reasons, by giving at least one (1) month's written notice and the Agreement shall then terminate at the end of the specified notice period.
- 19.2 In addition, we can terminate this Agreement immediately:
- 19.2.1 for breach of this Agreement by you;
 - 19.2.2 where you undergo an Insolvency Event.
- 19.3 Where the termination of this Agreement occurs pursuant to clauses 19.1 or 19.2 above, clause 18 (Management of the Withdrawal of Products) shall apply.
- 19.4 Termination of this Agreement does not affect:
- 19.4.1 the rights or liabilities either of us has obtained before termination; and
 - 19.4.2 clause 27 (Limitation of Liability); which shall continue to apply after the termination of this Agreement.
- 19.5 All Charges which are owed to us by you on the date of termination shall become immediately payable.
- 19.6 On termination of this Agreement you shall return any of our materials on request and shall immediately cease to use, and will return to us or destroy, any material containing our Trade Mark and associated branding and expunge any copies of our Trade Mark or branding in electronic form.

20. Intellectual Property

- 20.1 Nothing in this Agreement shall give you any rights in respect of our Intellectual Property or the associated goodwill, and you acknowledge that except as expressly provided by us in writing, you shall not acquire any rights in respect of our Intellectual Property and that all these rights and goodwill are and will remain ours, and you will do anything we reasonably ask to help us protect our ownership of these rights.
- 20.2 You shall inform us immediately of any infringements or other issues relating to our Intellectual Property.

21. Representations and Branding

- 21.1 You shall not (and shall take all reasonable steps to ensure that any person connected with you does not):
- 21.1.1 make any representation that would be likely to lead Users to believe that a Product is regulated when it is not;
 - 21.1.2 advertise or promote Products in a manner likely to be misleading to Users.
- 21.2 You may only use our brand identity in connection with our Products pursuant to any policies in relation to our brand or in accordance with any written permission given by us.

22. Our Obligations

We shall:

- 22.1 provide to you all information and Services required or reasonably requested by you to enable you to prepare for, or deliver, relevant Products;
- 22.2 not need to perform our obligations under this Agreement where:
 - 22.2.1 you have given us information which is wrong or incomplete; or
 - 22.2.2 you have not done what we agreed you would do within this Agreement.

23. Data Protection and Privacy

You acknowledge and accept how we will treat your data pursuant to our policies and processes relevant to data protection and privacy as set out in our Mandatory Documentation.

24. Confidentiality

- 24.1 You shall:
 - 24.1.1 treat all confidential information as strictly private and confidential and take all reasonable steps to preserve its confidentiality and to ensure that your Personnel preserve its confidentiality;
 - 24.1.2 accept liability for any unauthorised use of confidential information by you and your Personnel.
- 24.2 The obligations in clause 24.1 shall survive the termination of the Agreement until such time as you no longer hold any confidential information which has been provided to you by us or our agents under this Agreement.

25. Assignment

- 25.1 You shall not assign, or transfer any benefit or any obligation under this Agreement without our prior written consent.
- 25.2 Nothing in this Agreement shall preclude us from assigning or transferring any benefit or obligation to any third party.

26. Remedies

- 26.1 We reserve the right to set off any monies owed by us against any Charges owed by you.
- 26.2 We can deduct any Losses you cause from any amount:
 - 26.2.1 held by us on your behalf;
 - 26.2.2 due to you from us.
- 26.3 We can decide which sums owed to us shall be deducted from the amounts we hold on your behalf and in what order we do so.
- 26.4 We shall account to you for any resultant balance after we have made any deductions under this clause 26.
- 26.5 We reserve the right to retain:
 - 26.5.1 any documents, works and materials;
 - 26.5.2 any Services we deem appropriate;

26.5.3 any of your other assets,

held by us whilst monies are due to us under this Agreement or where you are subject to any sanctions imposed by us pursuant to clause 17 (Sanctions).

27. Limitation of Liability

27.1 Nothing in this Agreement:

27.1.1 shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its Personnel or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability which cannot be limited or excluded by applicable law; or

27.1.2 shall limit or exclude your liability under clause 29 (Indemnity).

27.2 Subject to clause 27.1:

27.2.1 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:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of anticipated savings;
- (d) loss of or damage to goodwill or reputation;
- (e) loss of use or corruption of data or information;
- (f) any ex gratia payments; or
- (g) any special, indirect, consequential or pure economic loss.

27.2.2 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 Charges paid by you under the Agreement within the period of 12 months preceding the event giving rise to the claim.

28. Remedies General

Any of our rights or remedies under this Agreement, or by operation of law, may at any time be enforced separately or concurrently.

29. Indemnity

You shall indemnify us and our trustees and Personnel against any liabilities including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses suffered, or incurred, by us, our trustees and Personnel directly, or indirectly, arising from, or in connection with:

- 29.1 any act or omission by you (including, but not limited to, a breach of this Agreement), your Personnel or sub-contractors, which places us in breach of any obligation as an Awarding Organisation, or otherwise to any third party;
- 29.2 any material developed by you or used by you as an Approved Centre or any material to which you have added our Trade Mark, including any claim for defamation, malicious falsehood or any allegation that such material is obscene, offensive, illegal and blasphemous or in breach of any other regulation of a statutory or official body.

30. Force Majeure

- 30.1 In the event of a Force Majeure Event (“Event”) we shall promptly notify you of the occurrence and the nature of the Event, how long we expect it to last and how it will affect the performance of our obligations under this Agreement including, depending on the circumstances, a suspension of our obligations. We shall keep you updated as reasonably necessary. During the Event we shall, as far as reasonably possible, mitigate the effect of the Event and resume performance of our obligations as soon as possible.
- 30.2 If an Event prevents, delays or makes it difficult for us to perform our obligations under this Agreement for more than six (6) months then we reserve the right to terminate this Agreement by notice in writing with no liability due to you.

31. Variation

- 31.1 If we make any substantive changes to this Agreement we shall provide you with one (1) month’s written notice of the change pursuant to clause 32 (Notices).
- 31.2 Notwithstanding clause 31.1 above, we reserve the right to amend the Mandatory Documentation at any time without giving notice to you. The most recent versions of the Mandatory Documentation will be made available on our Website or by any other means we deem appropriate.

32. Notices

- 32.1 Where we need to formally contact you concerning this Agreement this shall be in writing and delivered either by email, hand or recorded delivery post.
- 32.2 Notices shall be sent to each party’s respective email address, registered office or the principal address used for inter-party communication. Notices addressed to us should be marked for the attention of the Chief Executive.
- 32.3 Any notice shall be deemed to have been served:
- 32.3.1 if by email, at the time of delivery;
 - 32.3.2 if by hand, at the time of delivery;
 - 32.3.3 if by recorded delivery, on being signed for,
- providing the time it is served is between 9am and 5pm on a Business Day, otherwise service shall be effective on the next Business Day.
- 32.4 Notice shall be proven if either party can show that it was delivered by email, hand or has proof of postage. Any notice shall be deemed to have been duly received if delivered personally, when left at the principal address, if sent by recorded delivery, as recorded, or if sent by email on the working day for the recipient office after transmission.
- 32.5 This clause does not apply in relation to the service of any official court documents.

33. No Partnership or Agency

33.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.

33.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

34. No Implied Terms

Any terms which are not included in this document but could be implied into the Agreement by law are excluded from the Agreement as far as the law allows us to do so.

35. Warranty

Each party agrees that they have the necessary power and authority to enter into this Agreement.

36. Waiver

Any failure by us to enforce our rights under the Agreement shall not affect our other rights under the Agreement and it shall not affect our ability to exercise any rights in future.

37. Rights of Third Parties

For the purpose of the Contracts (Rights of Third Parties) Act 1999, this Agreement does not and is not intended to give any rights, or any right to enforce any of its provisions, to any person who is not a party to it.

38. Entire Agreement

38.1 This Agreement (including its Schedules and documents incorporated by reference) constitutes the entire agreement between the parties in respect of the delivery of our Products and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

38.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement and each party acknowledges that, in entering into this Agreement, it has not relied on any representation or warranty.

39. Severability

If any part of this Agreement is deemed to be invalid or unenforceable, that part shall be deleted and the remainder of the document shall continue in force.

40. Dispute Resolution

40.1 For the avoidance of any doubt, nothing in this clause 40 shall affect our right to terminate this Agreement under clause 19 (Termination).

40.2 In the event of either party considering it to be in dispute with the other, it shall formally notify the other party to that effect by written notice.

40.3 Each party shall then use reasonable endeavours to resolve the dispute, within the next 14 days or as otherwise agreed in writing by both parties.

- 40.4 If the dispute is not resolved within that period, each party will use reasonable endeavours through notified senior officers, to resolve the dispute within the next 14 days or as otherwise agreed in writing by both parties.
- 40.5 If the dispute is not resolved within that period, either party may, on written notice to the other, refer the matter for mediation in accordance with the standard mediation procedure of the Centre for Dispute Resolution (www.cedr.com) and both parties shall (without prejudice to legal remedies) use reasonable endeavours to reach agreement through such mediation.

41. Governing Law

This Agreement is governed by English Law and the parties shall submit to the jurisdiction of the English courts.

SCHEDULE 1

THIS SCHEDULE IS LEFT INTENTIONALLY BLANK.

SCHEDULE 2

DEFINITIONS

Approval Criteria: the detailed requirements that you need to evidence as part of our centre approval process;

Approved Centre: an organisation and all of its locations, offices and campuses including Satellite Centres and Sub-contract Centres which has received formal approval by us after confirmation of meeting the Approval Criteria;

Awarding Organisation: an awarding organisation recognised for the purposes of awarding Regulated Products by one or more Regulatory Bodies;

Business Day: Monday to Friday excluding public and bank holidays in England;

Centre Declaration: the declaration wording agreed to as part of our approval request process;

Commencement Date: the date this Agreement becomes legally binding, subject to approval by us, which is the date you agree to the Centre Declaration as part of the approval request process;

Charges: the charges provided under this Agreement as stated in our most recent fees and pricing publication - the current version of which appears on our Website - and any other applicable charges agreed between the parties or as set out by us;

Event (in relation to Force Majeure): an event or circumstance outside our reasonable control including, but not limited to acts of God, war, terrorism, fire, natural disasters and industrial action by our Personnel;

Intellectual Property: all copyright, trade marks (whether registered or not), design rights, patents, database rights, rights in computer software, the right to issue proceedings for passing off and all other intellectual property rights and all future rights of such nature;

Insolvency Event: any distress or execution being levied; offering to make any arrangement with creditors; any resolution or petition to wind up (other than for the purpose of amalgamation or reconstruction without insolvency) being passed or presented; any type of administration order being made; any type of receiver being appointed; ceasing business, or threatening to do so;

Learner: any person who is registered with us and / or studying in relation to one of our Products in respect of which we supply Services to you under this Agreement;

Losses: all loss, damage, cost and/or expense;

Maladministration and Malpractice Policy: as referred to in **Schedule 3**, which is incorporated into this Agreement by reference and which you must comply with to deliver our Products;

Mandatory Documentation: as set out in **Schedule 3** which are incorporated into this Agreement by reference and which you must comply with to deliver our Products;

Personnel: includes all staff, employees, agents, consultants, contractors or otherwise;

Product(s): any Unregulated Product(s) or Regulated Product(s) that we offer;

Regulated Product(s): qualifications under the NCFE and CACHE brands and any subsequent brands developed or acquired by us which are subject to regulation by Regulatory Bodies;

Regulatory Body/Bodies: may include but is not limited to; the Office of Qualifications and Examinations Regulation (Ofqual) in England; Qualifications Wales in Wales; the Council for Curriculum, Examinations & Assessment (CCEA Regulation) in Northern Ireland; the Scottish

Qualifications Authority (SQA Accreditation) in Scotland; any equivalent regulator in any other jurisdiction relevant to this Agreement; any statutory bodies such as the Information Commissioner's Office (ICO); Police; UK Border Agency; any other statutory body relevant to this Agreement; and any successor bodies to these organisations which we may or may not be regulated by at any time;

Regulatory Conditions: all regulatory and statutory conditions, principles, requirements, directives, criteria, guidance and any other documents issued by any Regulatory Body from time to time applying which shall include, but which is not limited to; the *General Conditions of Recognition* issued by Ofqual current at the date of this Agreement (as amended from time to time); and any equivalent and / or statutory documentation as issued by any Regulatory Bodies;

Sanctions Policy: as referred to in **Schedule 3**, which is incorporated into this Agreement by reference and which you must comply with to deliver our Products;

Services: as defined in **Schedule 4**;

Satellite Centre: a location that is part of your Approved Centre but which is not your main site, office or campus and that remains under your control and jurisdiction;

Sub-contract Centre: an organisation to whom you may sub-contract part of the Product delivery or assessment;

Trade Mark: any of our brands and associated logos and any other brands and logos developed or acquired by us and as notified by us to you (from time to time), to be used in accordance with instructions for use provided by us (as amended from time to time);

Unregulated Product: any term specified by us which relates to bespoke education or training products not regulated by the Regulatory Bodies, such as Customised Qualifications and Endorsed Programmes;

Users: persons who have a legitimate interest in the Product which may include Learners (or their representatives), Approved Centres, teachers, employers (and their representatives), further and higher education establishments, schools, government departments and agencies and professional bodies;

Website: we provide our website(s) (which may include secure areas where additional information is available) for you to access all of the Products that we offer.

SCHEDULE 3

MANDATORY DOCUMENTATION

Our Mandatory Documentation shall be made available on our Website or by any other means we deem appropriate.

Forming part of our Mandatory Documentation, and referred to in this Agreement, are the:

- Maladministration and Malpractice Policy
- Sanctions Policy

Please note this is not an exhaustive list of our policies.

Our Mandatory Documentation comprises all policies and procedures, guidance and instruction documents, forms, resources, publications, Product specifications and all information relating to the delivery of our Products (as amended from time to time).

We shall ensure that the Mandatory Documentation is kept under review and updated as appropriate.

SCHEDULE 4

SERVICES

Approval: we have an approvals service so that you can become an Approved Centre which provides eligibility to work with us and engage in our Services.

Product: we offer a range of Products, including qualifications across various educational sectors.

Unregulated Products: we offer a range of Unregulated Products which allow you to create your own courses and gain accreditation from NCFE.

Registration: we offer registration services to enable you to register your Learners with us.

External Assessment Entries: we offer an entries service to enable you to enter Learners with us for their external assessment.

Quality Assurance Monitoring and Support: we undertake monitoring of activities to quality assure that the delivery and assessment of our Products is in line with our criteria and guidance.

Results: we issue results for Learners undertaking our Products which have an external assessment.

Certification: we produce certificates for Learners successfully achieving our Products.

Materials: we provide supporting materials for a range of our Qualifications.

External Assessment: we provide paper based materials for Learners to use to sit external assessments.

Online Assessment: we provide an online assessment service for Learners to use to sit external assessments online.

Appeals and Enquiries: we provide an appeals and enquiries service for you to appeal against results and/or decisions made by us.

Access to qualifications: we provide support in applying Reasonable Adjustments and Special Considerations for Learners to access our Products.

Complaints: we provide a process for complaints to be raised by you and investigated by us and where necessary, reviewed by an independent party.

Training: we provide a range of training services to support delivery and assessment of our Products.

Advice and Support: we provide dedicated, personal support to you and your Personnel at all times.

Secure web zone/portal: we provide an online system to allow you to register and enter your Learners with us and claim for your Learners' certificates.

Website: we provide our website(s) for you to access all of the Products that we offer.

NB: Some of the above services apply only to certain Products.