



# Arts Award Adviser Training and Qualification Terms and Conditions

This document applies to all bookings for Arts Award adviser training and all orders for entering candidates for Arts Award qualifications from 13 December 2023 onwards

Trinity College London  
[www.artsaward.org.uk](http://www.artsaward.org.uk)

**Charity number England and Wales:** 1014792

**Charity number Scotland:** SC049143

**Patron:** HRH The Duke of Kent KG

**Chief Executive:** Erez Tocker

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# 1. INTRODUCTION

By submitting a booking request for (i) Arts Award adviser training, and by (ii) entering young people for Arts Award qualifications, you confirm that you have read and agree to be legally bound by the **Terms and Conditions** set out below and in the [Privacy Statement for Arts Award Training](#).

In addition, by entering young people for Arts Award qualifications, you agree to be bound by the provisions contained in your **Arts Award adviser toolkit** ([artsaward.org.uk/toolkit](https://artsaward.org.uk/toolkit)), your **Arts Award Centre Agreement** and the **Arts Award Centre Best Practice Guidebook** ([artsaward.org.uk/BPG](https://artsaward.org.uk/BPG)).

Please read them carefully and make sure that you understand them before making a booking for any training course or entering young people for Arts Award qualifications. Once you've made a training booking or submitted an order, please keep a paper/electronic copy of these Terms and Conditions together with any invoices and any confirmation emails we may send you, for future reference.

## 1.1 ABOUT US

We are Trinity College London ('we', 'us', 'our'), a private company limited by guarantee registered in England and Wales under no. 02683033 and a registered charity in England and Wales under no. 1014792 and in Scotland under no. SC 049143, whose registered office is at Blue Fin Building, 110 Southwark Street, London SE1 0TA United Kingdom. Our UK VAT registration number is 680767793.

Arts Award is managed by Trinity College London in association with Arts Council England and is available in England, Scotland, Wales and Northern Ireland. Arts Award is not available in the Channel Islands, Isle of Man, Republic of Ireland or internationally.

## 1.2 REGULATION

In line with your centre agreement, you should take all reasonable steps to ensure that Trinity can comply with the conditions of recognition of any regulatory body either recognising or governing Trinity College London's Arts Award qualification. An example of one of these 'reasonable steps' would be agreeing to representatives of regulatory bodies visiting your centre or to provide information/documents as and when requested by the regulator.

Trinity College London's regulatory bodies include the Office of Qualifications and Exams Regulation (Ofqual) in England, Qualification Wales and the Council for Curriculum, Exams and Assessment (CCEA) in Northern Ireland. Trinity is also a registered charity regulated by the Charity Commission.

## 1.3 TRINITY POINTS OF CONTACT

If you have any questions, concerns or comments, or require support concerning Arts Award's products, services or facilities, please refer to [artsaward.org.uk/helpcentre](https://artsaward.org.uk/helpcentre), or contact the Arts Award helpdesk:

- ▶ 020 7820 6178
- ▶ [artsawardenquiries@trinitycollege.co.uk](mailto:artsawardenquiries@trinitycollege.co.uk)
- ▶ Trinity College London, Blue Fin Building, 110 Southwark Street, London, SE1 0TA

## 1.4 KEY TERMS

The following key terms are used throughout this document:

'candidate'	-any young person taking part in Arts Award and working towards their qualification
'centre'	- a validated Arts Award centre
'Trinity'	- Trinity College London
'your Trinity contact'	- your contact at Trinity for all day-to-day queries
'you'	- all those involved with the delivery of Arts Award qualifications at your centre
'booking contact'	- (for training) the person who manages the group booking and is responsible for ensuring that any pre-training tasks are completed by the attendees

'centre portal'	- the online platform that Arts Award advisers and centre staff use to access Trinity Online
'portfolio'	- the evidence collected for Arts Award (for Arts Award Discover and Arts Award Explore we use the term 'arts logs' to describe the portfolio)
'moderation'	- the process of validating the adviser's assessment of the young people's work
'moderator'	- (where moderation is required) the adviser's assessment is validated by a moderator from Trinity, who looks in detail at a sample of portfolios/arts logs
'day'	- any day inclusive of weekends and public holidays, unless specifically referred to as 'working day' which excludes weekends and public holidays

## 1.5 CHANGES TO THE TERMS AND CONDITIONS OF BOOKING

We will make changes to this document from time to time. Whenever we do so, we will notify you. The changes will become binding on the date specified for the change to take place. We will make sure that you are given reasonable notice of any change that is likely to have an operational impact on the delivery or administration of Arts Award at your centre.

Please always ensure that you refer to the most current version of the Terms and Conditions, which is available on our [website](#).

## 1.6 OTHER USEFUL DOCUMENTS

- ▶ the [qualification specification](#) documents
- ▶ the [Adviser person specification](#) - outlines the skills and experience required to train as an Arts Award adviser
- ▶ the [Arts Award adviser online training: Expectations at training](#) - outlines the expectations and best practice approaches for attending online training
- ▶ the [Arts Award centre operational guidance](#) - provides step-by-step instructions and support for centres about entering young people for Arts Award and using the [Arts Award centre portal](#)
- ▶ the [adviser hub](#) - providing support materials and guidance for running Arts Award qualifications
- ▶ [Arts Award Voice](#) - providing support materials and guidance for young people

## 2. ARTS AWARD ADVISER ONLINE TRAINING COURSES

### 2.1 BOOKING CONDITIONS

#### 2.1.1 Training options

Our publicly advertised **training courses** are currently only available **online**. For more information, please visit the [training pages](#) of the Arts Award website.

Accordingly, all prospective attendees must have access to their own computer/tablet, camera and microphone to participate fully in online training courses. The trainer is assessing each attendee's individual participation and understanding of the Arts Award requirements and needs to monitor their engagement. Attendees that do not have access to this equipment should discuss this with the Arts Award training team before making a booking.

Any individual attendee not adhering to these requirements will be removed from the training session and allocated to a new training date. Any Group discount will be removed in such an event and the attendee(s) will be required to attend and pay for a further public date to obtain their full adviser status.

All prospective attendees **must satisfy the adviser person [specification](#)** before any booking is made. All attendees must complete the pre training module in addition to the trainer led webinar to have their adviser status confirmed.

The following types of training are available for online delivery (with Group training and Made to Measure training also available face to face on request)

- ▶ **Standard training (publicly-advertised)** – For individuals/small groups of 5 or less and is delivered at Discover & Explore, Bronze & Silver or Gold level.
- ▶ **SEND training** - For individuals or small groups of 5 or less who want to deliver Arts Award to children or young people who have special educational needs and disabilities (SEND) or other additional needs and is delivered at Discover & Explore and Bronze & Silver levels.
- ▶ **Group training** - For groups of 6 to a maximum of 12 people and is delivered at Discover & Explore, Bronze & Silver or Gold level.
- ▶ **Made to Measure** training for organisations whose training plans include national partnerships or a series of training events.

### 2.1.2 Training booking requests

All requests for training are subject to acceptance by us. The contract between you and us will be formed:

- (a) in the case of **publicly-advertised dates for training**, on receipt of payment for your place on the course;
- (b) in any other case, when we confirm in writing to you that we have accepted your order

The contract between us will relate only to the training course we have confirmed in the confirmation email. We will not be obliged to deliver or assess you or others in any other training which may be related to your original booking until we have separately and independently confirmed them.

### 2.1.3 Booking timeframes

For publicly-advertised training courses, booking closing dates are normally **10 days** prior to the event. We will **not** normally be in a position to consider booking requests made after the **booking closing date**.

For **Group or Made to Measure** training courses, bookings must be made **6 full weeks** prior to the training date.

### 2.1.4 Subjects

- ▶ **Individual bookings**– Delivered at Discover & Explore, Bronze & Silver or Gold level.
- ▶ **Group bookings**– Delivered at Discover & Explore, Bronze & Silver or Gold level.

1. **Up to 5 individuals:** book onto a currently advertised training date on a per-person basis.
2. **Groups of between 6 to 12 persons (inclusive) and Made to Measure** online training: Trinity can create a bespoke training course for a maximum of 12 participants with clear strategic rationale. This is provided on a non-commercial basis and not for resale. The Booking Contact must provide a clear brief to the training team on their requirements for the training session **at least 10 working days** before the scheduled training session. Trinity will not be held responsible for inadequate training where the requirements and learning outcomes of the training have not been provided in sufficient detail or 10 days before the training session. In order to obtain Adviser status, the training must be completed in full (if running for more than 1 day, all training days must be completed by attendees).
3. The Booking Form for Groups and Made to Measure training must contain the name and contact details of all attendees and a Booking Contact. Booking Contacts are responsible for all attendees completing the pre-training task.

## 2.2 FEES AND PAYMENT

**2.2.1 Individuals and Groups** -The fees are set out [here](#) and apply irrespective of the minimum number of participants.

### 2.2.2 Changes to Fees

Training Fees are subject to change and are reviewed annually. The fees charged will be determined by the booked date, not by when the booking was made. Fees for Group and Made to Measure training will not be reduced by any reduction in the number of attendees before the training is delivered.

### 2.2.3 Discounts

Discounts are available for Groups and Made to Measure only. Any published discounts cannot be used in conjunction with any other offers. Discounts will be disappplied if there are:

- Changes made to the number of attendees at less than 10 days' notice
- Attendees do not all attend the agreed date
- The date of attendance is changed more than once.

#### 2.2.4 Invoices

Invoices are issued upon successful booking and sent via email. The attendee is responsible for forwarding it on for payment to the relevant Finance contact from their centre.

For Group Bookings and Made to Measure Training, invoices are sent upon confirmation of booking to the Booking Contact via email who is responsible for organising payment. One invoice is issued for Group and Made to Measure training.

### 2.3 POSTPONEMENT, CANCELLATION AND REFUNDS

An individual booking is provisional until you have received confirmation that we have received your payment and that your place on the online course is confirmed, after which the following cancellation policy applies.

We therefore recommend that you process payment quickly (referencing your invoice number) in order to ensure that you secure a place on the course of your choice, as places on each course are limited.

A Group and Made to Measure booking is provisional until the Booking Contact has received confirmation in writing that we have received and accepted your booking after which the following cancellation policy applies.

**2.3.1 Enquiries and requests**, for example, to transfer attendees to an alternative course, to change details for attendees, or to claim a refund should be made by sending full details in writing to [Training.Team@trinitycollege.co.uk](mailto:Training.Team@trinitycollege.co.uk)

#### 2.3.2 Postponing your online training course

You may postpone your individual booking to another date at any point up to 10 days before the course date. Provided you postpone and re-book onto a course taking place within 3 months of the original course date, your first date change will be **free** of charge, with any subsequent changes charged at **£25** per change.

You may postpone your Group and Made to Measure booking to another date at any point up to 10 days before the course date. Provided you postpone and re-book a course taking place within 3 months of the original course date, your first date change will be **free** of charge, with any subsequent changes charged at **£25** per change.

#### 2.3.3 Cancelling your online training course

You may cancel your individual booking **up to and until 10 days** before the course date at no cost to you. We will arrange a full refund.

If you cancel your individual booking **less than 10 days** before the course date, or fail to attend the **whole** training course, you acknowledge and agree that you will be charged the full fee for it. In the alternative, you may wish to follow the procedure set out above for postponing your course in order to preserve your original fee, and simply postpone your booking to another date.

You may cancel your Group and Made to Measure booking **up to and until 14 days** before the course date at no cost to you. We will arrange a full refund.

If you cancel your Group or Made to Measure booking **less than 14 days** before the course date, or if some of your participants fail to attend the **whole** training course, you acknowledge and agree that you will be charged the full fee for it. In the alternative, you may wish to follow the procedure set out above for postponing your course in order to preserve your original fee, and simply postpone your booking to another date.

#### 2.3.4 In the event of Trinity College London cancelling an online training course

If we need to cancel your individual place on an online training course date:

- (a) **If we have received your payment** and confirmed your place on a course, we will use our reasonable endeavours to book you again on an alternative course date, or will refund your booking fee at your request;
- (b) **If we have not received your payment**, you will be informed that the course is no longer going ahead. You will be able to book onto another course via the Arts Award website as usual.

If we need to cancel your Group or Made to Measure training course date:

- (c) **If we have received your payment** and confirmed your course, we will use our reasonable endeavours to book you again on an alternative course date, or will refund your booking fee at your request;
- (d) **If we have not received your payment**, you will be informed that the course is no longer going ahead. You will be able to book another course date with the support of the training team.

## 3. ARTS AWARD QUALIFICATIONS

### 3.1 CONDITIONS FOR ENTERING CANDIDATES FOR ARTS AWARD

Centres may enter candidates for Arts Award qualifications by providing their details (and marks for Explore/Bronze/Silver/Gold levels) only when they have fully assessed all arts logs/portfolios against the adviser toolkit criteria.

Centres must ensure they provide accurate and final information for all candidates at the point of entering them for an Arts Award qualification. When enrolling candidates, it is the centre's responsibility to provide correct information, including correctly indicating which trained Arts Award adviser has assessed each candidate's portfolio/arts log.

We will not accept enrolments for candidates you are unable to provide all the required information for, or whose advisers are not linked to your centre or trained at the respective Arts Award level at the point of enrolment. Providing any insufficient, incorrect or inaccurate information at this point will lead to issues with your enrolments and certificates (see section 3.4 Cancellations, Postponements, Amendments And Refunds Policy).

#### 3.1.1 Arts Award Discover

Arts Award Discover is not a regulated qualification, meaning the adviser's assessment is final and no moderation is required to validate the adviser's assessment. Once you have completed your delivery, you may enter for Arts Award Discover only those candidates you have assessed as meeting the criteria for the level.

Centres enter candidates for Arts Award Discover by providing their details via the [Arts Award centre portal](#). By entering young people for Arts Award Discover you confirm that they are all aged 25 and under, and meet the age eligibility requirement for the level.

[https://artsaward.trinitycollege.co.uk/artsawardportal\\_enu/start.swe?SWECmd=Start&SWEHo=artsaward.trinitycollege.co.uk](https://artsaward.trinitycollege.co.uk/artsawardportal_enu/start.swe?SWECmd=Start&SWEHo=artsaward.trinitycollege.co.uk) Full information on this process is available at the '[Discover Certificates](#)' page on our website.

Once you have provided candidate details and successfully submitted your order via the centre portal, you will receive the invoice via email. The invoice is generated automatically and emailed to the person who submitted the order via the portal, and the Finance contact registered for the centre. You will not receive a separate order confirmation email and your invoice will be deemed to constitute our confirmation of your order.

If any issues are identified in your order once it has been submitted, we will make reasonable efforts to communicate the specific information or amendments required to complete the enrolment process successfully. We reserve the right to decline the enrolment of a candidate, or the submission of an entire order, if compulsory information has not been provided within the stipulated



timeframe. Any candidates for whom information has not been provided as requested will be marked as '**absent**' and there will be **no amendment to the invoiced fee** in respect of this.

All orders must be submitted via the centre portal **on the same day** they were created. If an order is not completed and submitted on the same day, it will be **permanently deleted** from our system and any data or information provided will be lost (including saved candidate details). It is the sole responsibility of the centre to ensure timely submission of orders. Trinity shall not be held liable for any loss of data due to non-submission within the specified timeframe. For support with your order, contact us at [DiscoverOrders@trinitycollege.co.uk](mailto:DiscoverOrders@trinitycollege.co.uk).

### **3.1.2 Arts Award Explore and Bronze/Silver/Gold Arts Award**

Arts Award Explore and Bronze/Silver/Gold Arts Award are regulated qualifications and can be subject to moderation (see section 3.2).

Once you have completed your Arts Award delivery for Explore/Bronze/Silver/Gold, and all portfolios are complete and have been assessed by the adviser(s), you may enter candidates for the respective levels.

Centres enter candidates for Explore/Bronze/Silver/Gold qualifications by providing their details and marks via the [Arts Award centre portal](#). For full information on this process, visit the '[Enter young people](#)' page on the Arts Award website.

Once you have provided candidate details and marks, and successfully submitted your order via the centre portal, you will receive the invoice for your order via email. The invoice is generated automatically and emailed to the person who submitted the order via the portal, and the Finance contact registered for your centre. You will not receive a separate order confirmation email and your invoice will be deemed to constitute our confirmation of your order.

If any issues are identified in your order once it has been submitted, we will make reasonable efforts to communicate the specific information or amendments required to complete the enrolment process successfully. We reserve the right to decline the enrolment of a candidate, or the submission of an entire order, if compulsory information has not been provided within the stipulated timeframe. Any candidates for whom information has not been provided as requested will be marked as '**absent**' and there will be **no amendment to the invoiced fee** in respect of this.

All orders must be submitted via the centre portal **on the same day** they were created. If an order is not completed and submitted on the same day, it will be **permanently deleted** from our system and any data or information provided will be lost (including saved candidate details). It is the sole responsibility of the centre to ensure timely submission of orders. Trinity shall not be held liable for any loss of data due to non-submission within the specified timeframe. For support with your order, contact us at [ArtsAwardOrders@trinitycollege.co.uk](mailto:ArtsAwardOrders@trinitycollege.co.uk).

## **3.2 CONDITIONS FOR ARTS AWARD MODERATION (EXPLORE/BRONZE/SILVER/GOLD LEVELS ONLY)**

Moderation is the process where the adviser's assessments are validated by a moderator from Trinity, who looks at a sample of the arts logs/portfolios. Trinity selects centres for moderation based on a risk profile and centres should expect to have their work moderated at least every three years. Centres must ensure that the work of all young people entered for Arts Award is available for moderation.

If your centre has been selected to be moderated, we will notify you by email **within two working days** from the point you submitted your order for Explore/Bronze/Silver/Gold levels. This email will contain the names of the young people selected to be sampled and instructions on how to provide their portfolios via our online portfolio submission platform. For more information on Arts Award moderation, visit the '[Enter young people](#)' page on the Arts Award website.

All the requested work must be submitted via our online portfolio submission platform **within two weeks** from the issue date of the moderation notification email.

If any of the candidates' portfolios/arts logs cannot be provided for moderation, you must notify us at [ArtsAwardOrders@trinitycollege.co.uk](mailto:ArtsAwardOrders@trinitycollege.co.uk) **no later than two working days** from the issue date of the moderation notification email and await further instructions or an amended sample.

If any portfolios/arts logs are not available at the point of moderation, the affected young people will be marked as '**absent**' and there will be no amendment to the invoiced fees in respect of absent portfolios/arts logs.

If any issues are identified in your portfolio submission, we will make reasonable efforts to communicate the specific information or amendments required to complete the portfolio submission successfully. For Moderation referrals, read clause 3.2.1.

### **3.2.1 Moderation referrals**

In cases where any portfolios/arts logs/evidence locator forms have not been provided by the centre exactly as requested, the moderator will refer the submission back to the main centre contact to take action on the identified issue(s) **within five working days**.

In these instances, the centre is responsible for resolving the identified issues and re-submitting the referred work via the portfolio submission platform within the set timeframe. The moderator will resume the moderation process once the centre has re-submitted their work, or in cases where the centre has not responded to the referral notification, when the set timeframe has passed.

The moderator will make a decision based on the work that is available to them on the portfolio submission platform at the time of resuming moderation following a referral. If any work has not been provided as requested, this may affect the moderation outcome. If any of the portfolios/evidence locator forms are not available for moderation following referral, this will result in the respective candidate(s) being marked as '**absent**' by the moderator and may affect the results for the remaining young people outside the sample.

In some cases, the moderator may refer a submission directly to Trinity, who will notify the centre directly to address the identified issues and moderator concerns and provide guidance on next steps.

**No reduction or discount** to the invoiced fee is offered where a candidate/cohort is marked as '**absent**' by the moderator. The centre will still be liable for the full fee and may wish to submit a new order to re-enter the affected candidate(s) for Arts Award (for Candidate re-entry see clause 3.2.2).

### **3.2.2 Candidate re-entry**

Centres may wish to re-enter candidates that have received a 'below pass' result or have been marked as 'absent' by the moderator.

In all cases, the **per-head fees for re-entry are the same as normal qualification fees**. Candidates must be re-entered via the centre portal in a new order, under normal conditions as set out in section 3.1.

## **3.3 FEES AND PAYMENT**

### **3.3.1 Overview of fees**

Arts Award orders are subject to a fee payable to us. Details of up-to-date qualification fees can be found at [artsaward.org.uk/site/QualificationFees](https://artsaward.org.uk/site/QualificationFees).

The stated fees are inclusive of digital certificates and moderation, where required. **No reduction** is offered should a certificate not be issued due to an '**absent**' or '**below pass**' result at moderation.

### **3.3.2 Changes to fees**

Fees are subject to change and are reviewed annually. All Arts Award qualifications will be charged the fee that applies at the time of the order submission. Changes to our fees will not affect any orders for which we have already issued an invoice.

### **3.3.3 Discounts**

Discounts for Arts Award qualifications are available for large cohorts that are entered together as part of the same order. Large group discounts are calculated and applied per order, and not across multiple orders.

### **3.3.4 Invoices**

Invoices are issued upon successful order submission and sent via email to the person who submitted the order via the centre portal, and the Finance contact registered for the centre. These contacts are responsible for making the necessary payment arrangements for their centre.

### **3.3.5 Payments**

Details about how to arrange payment are outlined in your invoice. Upon payment, you must **send remittance advice**, or proof of payment, to [ArtsAwardOpsTeam@trinitycollege.co.uk](mailto:ArtsAwardOpsTeam@trinitycollege.co.uk) in order for your payment to be allocated to your invoice.

Fees must be paid in full promptly and **in any event no later than 30 days following** receipt of your invoice. We may not be able to issue certificates, until we have received payment.

### **3.3.6 VAT and other tax**

Fees at present do not include VAT or other sales tax. However, if VAT or any other sales tax becomes applicable between the date of booking and the date of the moderation, you will become liable to pay VAT and we reserve the right to adjust our invoice accordingly.

### **3.3.7 Outstanding fees**

Where remittance advice is not provided, or payment is not made within 30 days of invoice issue, the outstanding balance will be marked as 'overdue' and the debt collection process will commence.

Please note that further certificate orders will NOT be accepted from centres with payment in arrears. Centres may be suspended if their balance remains unpaid.

### **3.3.8 Fee amendments**

Our online facility offers a large amount of information about several qualifications and it is always possible that, despite our best efforts, the fees for some of the qualifications listed on our website may be incorrectly stated. We regularly verify fees as part of our standard procedures so that, where the price stated for a fee is actually less than that stated on our online facilities, we will refund the difference on notice or discovery of the error. If, on the other hand, the correct fee is higher than that stated on our online facilities, we will normally, at our discretion, contact you with instructions on how to make an additional payment if you wish to proceed with your order, or cancel your order and notify you that we are rejecting it.

## **3.4 CANCELLATIONS, POSTPONEMENTS, AMENDMENTS AND REFUNDS POLICY**

### **3.4.1 Cancelling an unsubmitted (open) order, or requesting amendments to enrolments, prior to submitting the order**

If you wish to cancel an unsubmitted (open) order, or make amendments to young people's details and/or marks, prior to submitting the order and receiving the invoice, you must email us at the following email address with full details of your query:

- [DiscoverOrders@trinitycollege.co.uk](mailto:DiscoverOrders@trinitycollege.co.uk) - for Discover level only
- [ArtsAwardOrders@trinitycollege.co.uk](mailto:ArtsAwardOrders@trinitycollege.co.uk) - for Explore/Bronze/Silver/Gold levels

We will cancel the existing open order and, if you wish to make amendments, we will ask you to create a new order to provide correct information. There will be **no cost** to cancelling your order or amending your enrolments at this stage.

### **3.4.2 Cancelling a submitted order or requesting amendments to enrolments after submitting the order**

Once the order has been submitted and the invoice has been issued, it is **not possible** to cancel an order, add or remove candidates, change the level a candidate has been entered for, or amend the marks you provided for any of the candidates.

If you have entered any candidates in error, or at the incorrect level, or provided any incorrect marks, you must notify us **immediately** in writing with full details of all information provided in error at the following email address:

- [DiscoverOrders@trinitycollege.co.uk](mailto:DiscoverOrders@trinitycollege.co.uk) - for Discover level only

- [ArtsAwardOrders@trinitycollege.co.uk](mailto:ArtsAwardOrders@trinitycollege.co.uk) - for Explore/Bronze/Silver/Gold levels

We will mark the respective candidates as '**absent**' on our system, but there will be **no amendment to the invoiced fee** in respect of 'absent' candidates. You may enter the affected candidates for the correct qualification and/or provide the correct marks for them by submitting a new order with correct information via the centre portal, for which you will be invoiced separately as per our normal qualification fees.

To add **new candidates**, you must submit a new order, for which you will be invoiced separately.

To correct a **name spelling**, or **amend an email address**, provided for a candidate entered for a digital certificate at Explore/Bronze/Silver/Gold levels, you must notify your Trinity contact or email [ArtsAwardOpsTeam@trinitycollege.co.uk](mailto:ArtsAwardOpsTeam@trinitycollege.co.uk) **immediately**.

For information on amendment/replacement for paper certificates, including Discover, visit [artsaward.org.uk/certificates](https://artsaward.org.uk/certificates).

### 3.4.3 Moderation postponement requests

If your centre has been selected to be moderated, but you are unable to complete the portfolio submission process by the given deadline, you must notify us **immediately** in writing to [ArtsAwardOrders@trinitycollege.co.uk](mailto:ArtsAwardOrders@trinitycollege.co.uk). You must clearly explain your circumstances and provide a valid reason for your request, and suggest an alternative deadline for submitting the requested work.

Approval is contingent upon the validity and merit of the reasons provided by the centre, as well as the impact on the overall scheduling of Trinity operations. Trinity reserves the right to approve or deny any request for a deadline extension for portfolio submission at its sole discretion.

If a deadline extension is approved, the centre agrees to adhere to the new submission deadline specified by Trinity. Any additional terms and conditions related to this will be communicated to the centre in writing. The centre acknowledges that a deadline extension may impact the moderation feedback and certificates timeframes, and Trinity is not liable for any consequences arising from the rescheduled deadline.

If a deadline extension request is denied, the centre must adhere to the original portfolio submission deadline, and the moderation outcome will be based on the work submitted by that point. If the centre has not submitted any work by this deadline, all young people entered for Arts Award will be marked as 'absent' by the moderator and there will be no reduction to the fee in respect of this.

### 3.4.4 Refunds

Refunds for received payments will be offered only in the event that Trinity cancels your order as a result of a Force Majeure Event.

If you are eligible for a refund for your order, you may either request a full refund, or ask to use your payment as credit for a future order. Refund/credit requests must be made in writing to your Trinity contact, or to [ArtsAwardOpsTeam@trinitycollege.co.uk](mailto:ArtsAwardOpsTeam@trinitycollege.co.uk).

## 4. WARRANTY

Unless we are prevented from doing so by a Force Majeure Event, we will provide our services to you with reasonable care and skill in accordance with our applicable rules and regulations, and in compliance with all applicable statutory and regulatory requirements in the United Kingdom. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 5. OUR LIABILITY TO A CONSUMER FOR THE DELIVERY OF CERTIFICATES, TRAINING, OR MODERATION

*If you are contracting as a business, this clause 6 does not apply to you. Please refer to clause 7.*

**6.1** If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or

damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into our contract.

- 6.2** We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) any breach of the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);
  - (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability

## **6. OUR LIABILITY TO A BUSINESS FOR THE DELIVERY OF TRAINING AND MODERATION, OR THE ISSUE OF CERTIFICATES**

*If you are contracting as a candidate or a self-employed person (that is, a consumer) this clause 7 does not apply to you. Please refer to clause 6.*

**7.1** Subject to clause 7.3, if we fail to comply with these Terms and Conditions, we will only be liable to you for the refund of your fees for our qualifications or adviser training and, subject to clause 7.2, any losses that you suffer as a result of our failure to comply with these Terms and Conditions (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

**7.2** Subject to clause 7.3, we will not be liable for losses that result from our failure to comply with these Terms and Conditions that fall into the following categories, even if such losses result from our deliberate breach:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) waste of management or office time

However, this clause 7.2 will not prevent claims for loss of or damage to your physical property that are foreseeable, or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 7.2.

- 7.3** We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) any deliberate breaches of these Terms and Conditions that would entitle you to terminate the relevant bookings; or
  - (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability

## **7. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **8. NOTICES AND COMMUNICATIONS**

All notices are validly accepted by us by email at [artsawardenquiries@trinitycollege.co.uk](mailto:artsawardenquiries@trinitycollege.co.uk). We may give notice to you at either the email or postal address you provide to us when making your booking/order, or in any of the ways specified in clause 8 above. Notice will be deemed received

and properly served immediately when posted on our website, 24 hours after an email is sent, or five (5) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

## **9. TRANSFER OF RIGHTS AND OBLIGATIONS IF YOU ARE A CONSUMER**

*If you are contracting as a business, this clause 10 does not apply to you. Please refer to clause 11.*

**10.1** We may transfer our rights and obligations under these Terms and Conditions to another organisation, but that will not affect your rights or our obligations under your contract with us.

**10.2** You may only transfer your rights and obligations under your contract with us provided we agree to this in writing.

## **10. TRANSFER OF RIGHTS AND OBLIGATIONS IF YOU ARE A BUSINESS**

*If you are contracting as a candidate or a self-employed person (that is, a consumer) this clause 11 does not apply to you. Please refer to clause 10.*

**11.1** The contract between you and us is binding on you and us and on our respective successors and assignees.

**11.2** You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

**11.3** We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of that contract.

## **11. EVENTS OUTSIDE OUR CONTROL**

**12.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (Force Majeure Event).

**12.2** A Force Majeure Event includes events, circumstances or causes beyond our control.

**12.3** Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance or reserve the right to cancel any booking or order for the duration of that period.

## **12. GENERAL**

**13.1** In the event that we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

**13.2** A waiver by us of any default will not constitute a waiver of any subsequent default.

**13.3** No waiver by us of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 9 above.



**13.4** If any court or competent authority decides that any of the provisions of these Terms and Conditions or any provisions of a contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

**13.5** *If you are contracting as a business, this clause does not apply to you. Please see clause 13.6.* If you are contracting as a self-employed person (that is, a consumer), we intend to rely upon these Terms and Conditions and any documentation expressly referred to in them in relation to the subject matter of our contract with you. Please make sure you ask for any variations from these Terms and Conditions to be confirmed to you by us in writing.

**13.6** *If you are contracting as a candidate or a self-employed person (that is, a consumer, clauses 13.6 and 13.7 do not apply to you. Please refer to clause 13.5.*

Each of us agrees that our only liability in respect of those representations and warranties that are set out in these Terms and Conditions (whether made innocently or negligently) will be for breach of contract.

**13.7** Nothing in this clause 13 limits or excludes any liability for fraud or fraudulent misrepresentation.

**13.8** We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

**13.9** You will be subject to the policies and Terms and Conditions in force at the time that you book training or enter young people for Arts Award qualifications, unless any change to those policies, or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to training booked or enrolments made previously by you), or if we notify you of the change to those policies, or these Terms and Conditions before we send you the confirmation email (in which case we have the right to assume that you have accepted the change, unless you notify us to the contrary within seven working days of notice).

**13.10** A person who is not party to these Terms and Conditions or a contract under them will not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

**13.11** These Terms and Conditions are governed by and are to be construed in accordance with English law. You agree that the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms and Conditions.

## 13. APPEALS PROCEDURE

General enquires about results or support with the delivery of Arts Award in your centre can be made by contacting [artsawardenquiries@trinitycollege.co.uk](mailto:artsawardenquiries@trinitycollege.co.uk). If you wish to make a formal enquiry about the result of a moderation, please get in touch with your Trinity contact in the first instance. Information about the process for requesting a results review or appeal can be found on the Trinity College London website at [trinitycollege.com/enquiries-about-results](http://trinitycollege.com/enquiries-about-results) and [trinitycollege.com/appeals](http://trinitycollege.com/appeals).

Trinity's website provides details of options available for the different qualifications offered by us. Trinity delivers a range of examined qualifications in Music, Drama, Dance and English Language in addition to Arts Award. Therefore, for the purposes of clarity, advisers should specifically view the 'clerical check' and 'remark' information and provide details in your form of which service you require.

## 14. COMPLAINTS

If you are an adviser, centre or candidate and are dissatisfied with your Arts Award training, the candidates' enrolment or the moderation process, but do not wish to question the result awarded, you can contact Trinity College London to complain. Complaints should be sent via email to [complaints@trinitycollege.co.uk](mailto:complaints@trinitycollege.co.uk).

We will let you know we have received your correspondence within three (3) working days and we will normally respond within 10 working days.