

Terms and conditions for Trinity digital grades and diplomas

1. About us and about you

We are Trinity College London (“**Trinity**”, “**us**”, “**our**” or “**we**”), the international exam board for performing arts and English language qualifications, a registered charity with registration numbers 1014792 (England and Wales) and SC049143 (Scotland) and a private company limited by guarantee registered with company registration number 02683033 in England. Our registered office is at Blue Fin Building, 110 Southwark Street, London SE1 0TA.

In these terms and conditions (“**T&Cs**”), when we refer to “**you**” or “**your**” or the “**Applicant**”, we mean (a) you, the person, 18 years of age or older, booking a digital grade or diploma exam (an “**Exam**”) via www.booking.trinitycollege.com (the “**Website**”), and (b) where applicable, the business (including teaching business) on whose behalf you are acting. Please note that if you are acting for purposes that are wholly or mainly outside your trade, business, craft or profession, you are acting as a “**consumer**”; or if you are acting for purposes relating to your trade, business, craft or profession, then you are acting as a “**business**”. If you are acting as a business when you access and use the Website, you represent and warrant that you have full legal authority to bind your employer or that business and you agree to these T&Cs on behalf of the business that you represent.

The person who takes the Exam and whose exam performance video is uploaded onto the submission platform is the exam candidate (the “**Candidate**”). The person responsible for submitting the exam performance video on behalf of the Candidate is the submitter (the “**Submitter**”). If the Candidate is 18 years of age or older, they may also be the Submitter and/or the Applicant. More details about each of these roles is set out in these T&Cs.

2. About these T&Cs

By booking an Exam from the Website, you agree to be legally bound by and to comply with these T&Cs and our [exam rules and regulations](#) as published from time to time. By opening and/or using an account with Trinity (an “**Account**”) in order to book an Exam from the Website, you also agree to be legally bound by and to comply with the [terms and conditions for user accounts with Trinity](#) (the “**Account T&Cs**”). When you book an Exam, Trinity’s [policies](#) and certain other Trinity terms may also apply such as our [privacy statement](#) and the [terms for submission of exam videos](#) that apply to the Submitter. Where you are not also the Candidate and/or the Submitter, you agree to: (1) bring these T&Cs, our [rules and regulations](#), the [terms for submission of exam videos](#), our [privacy statement](#) and Trinity’s [policies](#) to the attention of the Candidate and/or the Submitter (as relevant) or, where the Candidate is under 18 years of age, such Candidate’s parent or legal guardian, and (2) to ensure that the Candidate and/or the Submitter (as relevant) also comply with them.

We recommend that you read these T&Cs carefully before you book the Exam and keep a paper/electronic copy for your records. Please note that if you do not accept these T&Cs (and, as a result, the Account T&Cs) then you will not be able to book an Exam from our Website or open an Account.

We reserve the right to update and amend these T&Cs at any time. If we do so, we will publish the amended version on the Website although no such change will affect any Exam in relation to which you have already received a Booking Confirmation (as defined in clause 3 (*Booking an exam*)). Every time you book an Exam through the Website, you agree to the T&Cs that apply at that time as well as the version of the [policies](#), [exam rules and regulations](#), [privacy statement](#) and the [terms for submission of exam videos](#) that apply at that time. Please check these T&Cs to ensure that you are

aware of the terms that apply at the time of your booking. The amended T&Cs will take effect from the time that they are published in relation to any Exam booking made on or after the time that the amended T&Cs are published.

Where you are a registered exam centre, registered exam hub or representative for Trinity, these T&Cs supplement the terms and conditions for registered exam centres, registered exam hubs or representatives (as appropriate) entered into between Trinity and you ("**REC Contract**"). If there is any conflict or inconsistency between the terms of these T&Cs and the terms of the REC Contract, the terms of these T&Cs shall prevail with respect to the subject matter of these T&Cs.

Save as expressly provided by Trinity in these T&Cs, no other terms are implied by trade, custom, practice or course of dealing.

3. Booking an exam

Consumer Exam bookings: You must be 18 years or older in order to book an Exam via our Website. You must also open an Account prior to paying for your first Exam booking. If you are a booking as a consumer, then you, as the consumer, will be the contracting party for the purposes of contract formation (further information on contract formation is set out below in this clause 3). In relation to anyone who is under 18 years of age, it is necessary for their parent or legal guardian or a person acting with their parent or legal guardian's consent to book the Exam on their behalf and such parent or legal guardian or person acting with their parent or legal guardian's consent will be the Applicant and the contracting party for the purposes of contract formation (further information on contract formation is set out below in this clause 3).

Business Exam bookings: where you are acting on behalf of your business (including a teacher acting in the course of their job or business to book an exam in respect of their student), the relevant business for which you work will be the contracting party for the purposes of contract formation (further information on contract formation is set out below in this clause 3). You must be above 18 years or older to book an Exam via our Website even where you are acting on behalf of your business. You must also open an Account prior to paying for your first Exam booking.

Process for all Exam bookings (consumer and business): The Exam booking process is available in the English language. In order to book the Exam, you must fill in the application form (the "**Form**") on our Website which will require you to follow the prompts that will appear on-screen to:

- a. select your country, region, the type of Exam you intend to book, your subject area, performance type, grade and instrument or subject;
- b. enter the requested information, which will include (i) each Candidate's first name and last name, date of birth, gender and email address (which, where the Candidate is under 18 years of age, should be the email address of their parent or legal guardian), their Candidate's Unique Learner Number (ULN) (optional field), any special educational needs they might have and any additional information provided; (ii) the Applicant's first name, last name, postal address, email address and phone number; and (iii) the Submitter's first name, last name and email address;
- c. enter in any referral code that you may have been provided by your teacher or by a representative, registered exam centre or registered exam hub with Trinity. Trinity will provide you with a free Trinity publication e-book or other equivalent item of our choice where a referral code has been provided;

- d. check the information entered into the Form carefully before confirming it. All errors should be checked and corrected prior to submission - click the "back" or "edit" button to make any necessary corrections to the information provided. Once your Form is submitted we will begin processing it immediately based on the information that you have provided;
- e. review these T&Cs and provide your consent to be bound by the same by ticking where indicated;
- f. click the "Proceed to payment" button when you are ready to send us your Form; and
- g. enter your payment information in respect of the Entry Fee (as defined in clause 4 (*Entry Fees and Payment*)) and confirm and submit your payment.

Where you already have an Account, you may not be prompted or required to fill some of the above details in the Form as this information will have already been provided to us from the details held in your Account.

Where you are booking an Exam via the Website for the first time, you will be prompted to set up an Account prior to entering your payment information in respect of the Entry Fee. Clause 9 (*Opening and using an Account*) has further details around opening an Account.

You are responsible for and must ensure that the details you provide in the Form are accurate, complete and up-to-date. The Candidate will only be able to take the Exam that you have made the booking for. You cannot change the type of Exam booked at a later date via the Website and will need to submit a new Form and make a new booking if a change in the type of Exam is required. You are also responsible for informing us of any changes to the information provided. You should also ensure that you have the consent of the Submitter and the Candidate(s), or where a Candidate is under 18 years of age, such Candidate's parent or legal guardian, to enter their information into this Form and submit the Form on their behalf.

It is particularly important that the email address entered for the Candidate in the Form is accurate as this is the email address that will be intrinsically linked to the digital certificate that will be provided to the Candidate if they successfully pass their exam. Where a Candidate is under 18 years of age, where indicated in the Form, you should provide the email address of the parent or legal guardian for such Candidate.

You may check and correct any input errors in your Form up until the point at which you submit your Form and your payment details to us by clicking on the 'Pay' button on the payment page.

Following a successful booking, you will receive a booking confirmation email ("**Booking Confirmation**") at the email address that you have provided in the Form. A legally binding contract between us will only be formed when we send you this Booking Confirmation and each Booking Confirmation will incorporate these T&Cs. The contract between us will relate only to those Exam entries that we have confirmed in the Booking Confirmation, and after entering into the contract, we will be under a legal duty to provide the Exam to the identified Candidate as agreed in the contract. We will not be obliged to arrange any other exams for you.

We will not file a copy of any contract formed between you and us.

Where you have entered in a referral code in the Form, Trinity will also send you an email with details of how to claim the free Trinity publication e-book as referred to in paragraph (c) of this clause 3.

Exams booked via the Website are currently only available to be taken in the UK and by candidates located in the UK. Please note that where you book multiple Exams via the same Form, at present, these can only be in relation to the same type of exam subject (for example, Classical and Jazz only or Rock & Pop only or Drama & Speech only). You will need to fill in another Form for booking an Exam in relation to a different subject.

Once we have sent you the Booking Confirmation and, if applicable, the email in relation to the referral code and the free e-book, all subsequent communications in relation to the Exam will be sent to the designated Submitter and the Candidate (or, where the Candidate is under 18 years of age, the Candidate's parent or legal guardian).

4. Entry Fees and Payment

Each of our Exams is subject to an entry fee (the “**Entry Fee**”) as set out in our [price list](#). Entry Fees at present do not include VAT, sales tax or any other similar taxes, fees or surcharges that are legally or by custom borne by the purchaser of goods or services. However, if VAT, sales tax or any other such tax becomes applicable between the date of your Booking Confirmation and the date of submission of the Candidate's Exam Video (as defined in clause 7 (*The exam process – recording and submission*)), we reserve the right to adjust the VAT, sales tax or any other such tax due from you.

Entry Fees may be subject to change from time to time. Changes to our Entry Fees will not affect those Exams in respect of which we have already sent you a Booking Confirmation.

Booking through our Website may also incur credit card or other transaction charges which, if applicable, are as quoted on our Website at the time of booking, and may be liable to change from time to time. In accordance with our [privacy statement](#), we may disclose your personal details to our banking suppliers so that they may process your payment in a secure online environment.

The relevant Entry Fee must be paid in full by credit or debit card at the time of submitting your Form. This can be done by following the prompts that will appear on-screen on the Website.

If payment is not made in the currency specified for the country where the Candidate intends to take the Exam then your Form will not be processed and your payment will be rejected and/or returned.

If your credit or debit card is declined, you will be notified of this on screen and your Form will not be processed. You will be responsible for completing and submitting a new Form using a valid form of payment.

You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorise payment for any reason.

The Website offers a large number of Exams at various grades, and it is always possible that, despite our best efforts, the Entry Fees for some of the Exams listed on our site may be incorrectly priced. We regularly verify Entry Fees as part of our standard procedures so that, where the price stated for an Entry Fee price is actually less than that stated on our Website, we will refund the difference on notice or discovery of the difference. If an Exam's correct Entry Fee is higher than that stated on our Website, we will normally, at our discretion, contact you with instructions on how to make an additional payment if you wish to proceed by paying the correct Entry Fee instead, or cancel the Exam and notify you accordingly.

5. Cancellation rights

If you have booked an Exam as a consumer and received a Booking Confirmation, then you have a right under UK consumer law to cancel the contract between us within a period of 14 days after the date of the Booking Confirmation (the “**Cooling-Off Period**”) and receive a refund subject to our right to retain a reasonable portion of the Entry Fee to reflect the work undertaken by us up to the point of cancellation (please see our refunds policy in clause 6 (*Our refunds policy for cancellations*)).

If the Candidate’s Exam Video (as defined in clause 7 (*The exam process – recording and submission*)) is submitted to Trinity via the submission platform before the expiry of the Cooling-Off Period, then you expressly request that we begin the supply of services (ie the provision of the Exam) before the end of the Cooling-Off Period.

To exercise your right to cancel, you must inform us of your decision to cancel the contract with us by making a clear statement. The easiest way to do this is to email us at dgd.uki@trinitycollege.co.uk forwarding on your Booking Confirmation email and informing us of your decision to cancel the contract. You may use the following model cancellation form but you are not required to do so:

Model Cancellation Form
To Trinity College London, 110 Southwark Street, London SE1 0TA, United Kingdom, dgd.uki@trinitycollege.co.uk
I/We(*) hereby give notice that I/We(*) cancel my/our contract for the provision of the following service*,
Ordered on(*)
Name of consumer(s)
Address of consumer(s)
Signature of consumer (only if this form is notified on paper)
Date
(*) Please delete if not applicable

To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of your right to cancel before the cancellation period has expired. We will send you an acknowledgement of receipt of your notice to cancel by email.

Nothing in this clause 5 affects your other statutory rights as a consumer.

We have extended the right to cancel your contract with us within the Cooling-Off Period to any booking of Exams via our Website even where you have made this booking on behalf of a business.

Trinity retains the right to amend or cancel an Exam at any time for legal or commercial reasons. Clause 6 (*Our refunds policy for cancellations*) below sets out your related right to a refund.

6. Our refunds policy for cancellations

If you have booked an Exam through our Website in the UK, in the event you wish to cancel your contract for that Exam:

(a) subject to the paragraph below, if you cancel within the Cooling-Off Period (see clause 5 (*Cancellation rights*)), we will process the refund due to you as soon as possible and, in any case, within 14 days of the day on which you gave us notice of cancellation. However you acknowledge and agree that in accordance with applicable consumer laws, we have the right to retain a reasonable portion of the Entry Fee to reflect the work undertaken by us up to the point of cancellation.

(b) if you cancel after the Cooling-Off Period, or after your Exam Video has been uploaded to the submission platform, if earlier, we will not offer any refund.

We will refund any money received from you using the same method originally used by you to pay for booking the Exam, unless otherwise agreed. However, you will remain responsible for all credit card processing charges and other transaction charges levied on your payment at the time of paying for your Entry Fee online.

If we cancel the Exam to which your Booking Confirmation relates, we will refund the full Entry Fee that you have paid in relation to such Exam or contract and will process the refund due to you as soon as possible.

7. The exam process – recording and submission

The Candidate is the individual who takes the Exam and whose exam performance video (the “**Exam Video**”) is uploaded into the submission platform. You must ensure that the Candidate records their Exam Video in accordance with our relevant [rules and regulations](#) and guidance.

Once the Candidate has recorded their Exam Video, you must ensure that the Submitter submits the Exam Video to Trinity via the submission platform in accordance with the process set out in our relevant rules and regulations and within a period of 4 weeks from the date of the Booking Confirmation. You must ensure that the Submitter is 18 years of age or older, and where the Candidate is under 18 years of age, the Submitter should be the Candidate’s parent or legal guardian or a person acting with the Candidate’s parent’s or legal guardian’s consent. The Submitter’s credentials (eg. their email address) will be used to create an account in the submission platform and all communication relating to the exam submission, including the Candidate’s exam report, will be sent to the Submitter and the Candidate (or, where the Candidate is under 18 years of age, the Candidate’s parent or legal guardian). Trinity’s [terms for submission of Exam Videos](#) will be made available to the Submitter when the Submitter submits the Exam Video to Trinity via the submission platform, and by submitting the Exam Video, the Submitter agrees to comply with such terms.

Trinity has contracted with Submittable Holdings, Inc. (a company registered in Delaware, United States under registration number 5867308, the registered office of which is at 111 N. Higgins Ave, Suite #200 Missoula, MT, USA 59802) (“**Submittable**”) to provide the submission platform for Exam Videos to be submitted to Trinity. Submittable has its own [terms](#) that apply to individuals who use the Submittable platform to submit content. Submittable will make these terms available to the Submitter when the Submitter submits the Exam Video and these will also apply to the Submitter’s use of the Submittable submission platform and the submission of the Candidate’s Exam Video. Submittable will also send the Submitter automated emails in relation to the submission, for example, an automated email to acknowledge the submission.

Trinity makes no representations, warranties or guarantees (whether express or implied) in relation to, and is not liable for, any act or failure to act by Submittable and the functioning of the Submittable submission platform. We assume no responsibility, and are not liable, for any damages resulting from any spyware or viruses, worms, logic bombs, time-bombs, keystroke loggers, cancelbots, "Trojan

Horses" or anything else which is malicious or technologically harmful or that may infect the Submitter's computer equipment or other property resulting from the Submitter's access to, use of, or downloading of any materials, data, text, images, video, or audio from the submission platform. The Submitter is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy their particular requirements.

We reserve the right to provide a different submission platform at our discretion or modify or change the exam process altogether. We shall not be liable to you or to any third party for any modification, suspension or discontinuance of the exam process including the process of submission of an Exam Video.

You are responsible for ensuring that the Exam Video the Submitter submits meets any specifications for Exam Videos and their submission as published by Trinity from time to time. Where the Submitter submits the Exam Video on behalf of a candidate, the Submitter should ensure that they have the Candidate's or, where the candidate is under 18 years of age, the Candidate's parent's/guardian's consent to do so. Once the Exam Video has been submitted for marking no changes can be made to it, and any issues may delay the exam result.

You are also responsible for the content of the Exam Video. You must ensure that the Submitter does not submit an Exam Video that (a) breaches a third party's rights including intellectual property rights; (b) is unlawful, tortious, obscene, indecent, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, encourages conduct that would be considered a criminal offence, gives rise to civil liability, violates any law, supports terrorism or is otherwise inappropriate; (c) post advertisements or solicitations of business; (d) contains or transmits any viruses, worms, Trojan horses, 'spyware' programs and other harmful or malicious code, files, scripts, agents or programs; or (e) impersonates another person.

You are also responsible for ensuring that the Submitter maintains the security of the account and password opened with Submittable on the Submittable submission platform. We are not liable for any loss or damage resulting from the Submitter sharing or otherwise making known to others their credentials for accessing this account. The Submitter is liable for all actions taken through the use of their account and/or password. You must notify us immediately if you or the Submitter suspect any unauthorised use of this account or access to the password.

You must not, and must ensure that the Submitter does not, misrepresent the identity or age of the Submitter or the Candidate or conduct fraudulent activities on or through the Submittable submission platform.

8. Exam process – assessment and certification

Once the Exam Video has been submitted to Trinity via the submission platform, the Candidate's performance in the Exam Video will be assessed. Following the marking of the exam, an exam report will be sent to the email address provided in the Form for the Candidate as well as for the Submitter.

If the result of the exam is a pass or above, a digital certificate will be issued in the Candidate's name. This digital certificate will be linked with the email address that you provided for the Candidate in the Form (and, where the Candidate is under 18 years of age, this would have been the email address for the Candidate's parent or legal guardian) so please ensure that this email address is accurately provided. The Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) will be sent an email with a weblink to the Candidate's digital certificate available through a service provided by the third party digital certificate provider, EdInvent, Inc, D.B.A. ("**Accredible**").

This email will also provide further instructions on how the Candidate can access their digital certificate. It will also provide information about how the Candidate may choose to purchase a printed certificate in addition to their digital certificate.

Accredible may offer the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) the option to use an account or a digital wallet with Accredible (which may have Trinity branding) in order to store or access various functionality in relation to their digital certificate as well as any other digital certificates issued to the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) by other parties. Please note that this account is a service provided directly to the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) by Accredible and Accredible has its own terms that will apply to the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) in relation to this account with Accredible. Trinity makes no representations, warranties or guarantees (whether express or implied) in relation to, and is not liable for, any act or failure to act by Accredible, the functioning of the Accredible digital certification service and any account with Accredible. We assume no responsibility, and are not liable, for any damages resulting from any spyware or viruses, worms, time-bombs, keystroke loggers, cancelbots, "Trojan Horses" or anything else that may infect computer equipment or other property resulting from the Candidate's access to, use of, or downloading of any materials, data, text, images, video, or audio from the Accredible service. The Candidate is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy their particular requirements.

We reserve the right to provide a different digital certification provider at our discretion or to modify or change the certification process altogether in the future including in relation to the digital certificate already provided to the Candidate. We shall not be liable to you, the Candidate or to any third party for any modification, suspension or discontinuance of the digital certification process using Accredible.

9. Opening and using an Account

You must open an Account with Trinity or use an existing Account already opened with Trinity in order to book an Exam via our Website. You must be 18 years or older in order to open an Account. By registering for and opening or using an Account with Trinity you agree to be legally bound by and to comply with the [Account T&Cs](#). Creation of an Account is free of charge. You can open an Account with Trinity by clicking the 'Get Started' option on the Website landing page. Once you have filled out your details within the Form as part of the Exam booking process (more details in clause 3 (*Booking an exam*) below), you will be prompted to sign-up for an Account and to enter in a set of unique log-in credentials (email address and password) (the "**Credentials**"). The Account T&Cs have further details in relation to the Account, including details about your use of the Account as well as Trinity and your rights and obligations in connection with the Account.

The information, including personal information, that you provided in the Form when booking your first Exam and then when booking further Exams, will be added to your Account. You must ensure that the information that you provide is correct and complete and update your account immediately with any changes to that information. You can view and update the information that you provide to us by accessing your Account.

10. Your obligations

In respect of the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam, you agree not to, and will procure that the Submitter and Candidate do not:

- a. use the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam for any unlawful purpose or in a way that breaches applicable law;
- b. share with any third party any information which allows you access and enjoyment of the same;
- c. remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices on, or use, the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam, in any way which might infringe our or any third party's intellectual property rights;
- d. copy, reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to gain access to the source code of the Website or the Account, translate, port, modify or make derivative works of any portion of, or rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam in any way or any portion of these;
- e. in any way access, use, or copy any portion of the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam in any way, or their features, to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with Trinity's or Submittable's (as defined in clause 7 (*The exam process – recording and submission*)) products and services or to disparage Trinity or Submittable or their respective products or services;
- f. transmit any viruses, trojans, worms, logic bombs, time-bombs or other material which is malicious or technologically harmful or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- g. attempt to circumvent any technological or security measure implemented by us or any of our providers or any other third party (including another user) to protect the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam;
- h. attack the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of an Exam via a denial-of-service attack or a distributed denial-of service attack;
- i. use the Website, the Account, the online payment gateway, the submission platform or any digital platform which supports delivery of an Exam by automated means or otherwise for the purposes of scraping, extracting, spidering, harvesting or otherwise obtaining any material for use within a third party website or application;

- j. copy, or otherwise reproduce or re-sell any part of the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam;
- k. intentionally damage or disrupt the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam in any way;
- l. access, develop or market all or any part of the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam with the intention of obtaining information regarding the means of operation of the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam for the purpose of developing a product or service which competes with the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam; or
- m. in order to build a product or service which replicates, competes with or is substantially similar to the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam.

You are responsible for making all arrangements necessary for you to have access to the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam. If you are a business user, you are also responsible for ensuring that all persons who access the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam through your internet connection are aware of these T&Cs and that they comply with them.

If you become aware of any activity that may be in breach of these T&Cs then you must promptly notify Trinity.

If you are a business user, you shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of any breach of these T&Cs.

11. Our obligations

We do not guarantee that the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam or any content on it, will always be available or be uninterrupted. We also do not make any representation or give any warranty or undertaking that the Website, the Account, the online payment gateway, the Exam, the submission platform and any digital platform which supports delivery of an Exam will meet your requirements. Access to the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam is permitted on a temporary basis. We and/or our licensors may suspend, withdraw, discontinue or change all or any part of the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam without notice.

We and/or our licensors may from time to time carry out routine and emergency maintenance of the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam and you may be unable to access the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery

of any Exam during any such period. We will not be liable to you if for any reason the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam is unavailable at any time or for any period. We and/or our licensors may update the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam and/or change the content on it at any time.

The Website and the content on it are provided for general information purposes only. They are not intended to amount to advice on which you should rely.

The Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam may from time to time contain links to third party websites. You are responsible for deciding whether to access a third party website and your use of third party websites will be governed by the terms and policies of that third party website. We assume no responsibility for the content of websites linked to from the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam (including links to our commercial contractors or service providers). Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

We do not guarantee that the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam will be totally secure or free from bugs or viruses. We will not, under any circumstances, be responsible for protecting your hardware, software, network or other systems from attacks, whether external or internal, or from software or other code meant to be harmful or disruptive. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam and we recommend that you use your own virus protection software.

Except as expressly provided in these T&Cs, the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam is provided "as is" and to the extent permitted by law, we disclaim all other conditions, warranties, representations, undertakings or other terms which might have effect between the you and us with respect to the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, or be implied or incorporated into these T&Cs, whether by statute, common law, custom or otherwise, including any implied conditions, warranties, undertakings or other terms relating to satisfactory quality, reasonable skill and care, fitness for any particular purpose, ability to achieve a particular result or arising from course of dealing or usage of trade. We do not warrant anything in relation to systems that do not make up the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam or the connection to those systems.

If you are a consumer, then we are under a legal duty to:

- a. provide you with services that are in conformity with the terms applying to your Booking Confirmation;
- b. perform our services under these T&Cs in accordance with applicable law; and
- c. perform our services under these T&Cs with reasonable care and skill.

If you are a business:

- a. to the extent permitted by applicable law, the services are provided as is and we exclude and disclaim all implied warranties that may arise out of the use of the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, or provision of the Exams and associated services, including satisfactory quality, accuracy, title and non-infringement, compatibility, or appropriateness; and
- b. we will not be liable to you if we are unable to perform the services by reason of a Force Majeure Event (as defined in clause 16 (*Events and websites outside of our control*)).

12. Data protection

In relation to the exam process, we are the data controller and will collect and use the personal information of the Candidate (and, where the Candidate is under 18 years of age, the parent or legal guardian of the Candidate), the Applicant and the Submitter, including their name, contact information and any other details entered into the Form or via an Account, in accordance with our [privacy statement](#). We will also collect and use personal information in the Exam Video submitted via the submission platform. We will primarily use this personal information in order to enable you to open and manage an Account, book the Exam, for the Candidate's performance in the Exam Video to be submitted to Trinity online and assessed as part of the exam process and for the Candidate's exam report and certificate to be distributed. You agree to inform the Candidate and the Submitter that their personal information is being provided to us and bring our [privacy statement](#) to their attention.

We will share some of the Candidate's, or, where the Candidate is under 18 years of age, the Candidate's and the Candidate's parent or legal guardian's personal information with a third party provider of digital certificates, Accredible (as defined in clause 8 (*Exam process – assessment and certification above*)), who we have contracted with as a sub-processor for the purpose of providing the Candidate with a digital certificate. Accredible acts as our sub-processor in connection with providing the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) with a digital certificate and where the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) accesses Accredible's website to access the digital certificate. Accredible may also provide the option for the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) to use an account set-up with Accredible (that may have Trinity branding). Please note that where the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) uses this account with Accredible directly and chooses to provide Accredible with additional personal information in relation to this account and where the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) uses their account with Accredible in relation to credentials other than the digital certificate awarded by Trinity (for example, where the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) uses their account with Accredible to hold credential issued by another organisation), another party (i.e., not Trinity), such as Accredible or the other organisation that issued such credentials to the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian), is the data controller, and the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) should refer to such party's privacy statement for further information about how their personal information is collected and used. We are not responsible for the contents of such other party's privacy statement and policies.

Where the Submitter uses their account with Submittable (as defined in clause 7 (*The exam process – recording and submission*)) for a purpose that is not related to the submission of the Exam Video

to us (for example to submit content to another organisation), Trinity is not the data controller in relation to this use. Another party is the data controller in relation to this use of the Submitter's account with Submittable and the Submitter should refer to such party's privacy statement for further information about how the Submitter's personal information is collected and used.

If you, the Submitter or the Candidate have any questions about our [privacy statement](#) or how we collect and use personal information please feel free to contact us at dpo@trinitycollege.com.

13. Intellectual Property

You, the Submitter and/or the Candidate (as appropriate) retain the intellectual property rights that you, the Submitter and/or the Candidate own in relation to the Exam Video. By submitting the Exam Video to Trinity, you, the Submitter and/or the candidate (as appropriate) automatically grant us a royalty-free, worldwide, perpetual and irrevocable right and license to use, reproduce, modify, adapt, publish, display, translate, transfer and distribute the Exam Video and its content, in whole or in part and/or to incorporate it in other works in any form, media or technology now known or developed in the future to the extent reasonably required by Trinity in relation to the exam process (in which case you grant us an exclusive right and licence to do so) and for training, standardisation, market support and research purposes (in which case you provide us a non-exclusive right and licence to do so). Where you are not the Submitter and/or the Candidate, you confirm that you have procured that the Submitter and/or the Candidate provides the right and licence to Trinity as set out in the preceding sentence.

You acknowledge and agree that Trinity and/or its licensors own and retains all intellectual property rights in and to the Website, the Account, the submission platform, the online payment gateway, and any digital platform which supports delivery of any Exam, the Trinity name, Trinity logos, trademarks, images and other intellectual property appearing on the Website, the Account, the submission platform, the online payment gateway, and any digital platform which supports delivery of any Exam, and in use as part of the exam process including in any associated documentation or software. These works are protected by intellectual property laws and treaties around the world. All such rights are reserved. Except as expressly provided in these T&Cs, these T&Cs do not grant you any rights to, under or in, any intellectual property rights or other rights or licences in respect of the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, the exam process and the Trinity name, Trinity logos, trademarks, images and other intellectual property appearing on Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, and in use as part of the exam process including in any associated documentation or software.

You acknowledge and agree that no part of the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, and any associated documentation or software, including, without limitation, the text, designs, graphics, photographs and images contained therein, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any purpose without our prior written consent

14. Our liability to individuals

This clause 14 only applies if you have booked the Exam and received a Booking Confirmation as a consumer. For the avoidance of doubt, if you booked the exam on behalf of a business this clause 14 does not apply to you and you should refer to clause 15 (*Our liability to a business*) instead.

Nothing in these T&Cs affects your statutory rights, and advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

Nothing in these T&Cs shall limit or exclude our liability to you:

- a. for death or personal injury caused by our negligence;
- b. for fraudulent misrepresentation; or
- c. for any other liability that may not, under English law, be limited or excluded.

Subject to this and to clause 16 (*Events and websites out of our control*):

- a. we only supply the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, and our services to you for domestic and private use. You agree not to use the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, or any content on these, or our services, for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;
- b. if we fail to comply with these T&Cs, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these T&Cs 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 with you; and
- c. our total liability to you for any loss or damage arising out of or in connection with these T&Cs, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to the value of the Entry Fee as confirmed under the relevant Booking Confirmation.

15. Our liability to a business

This clause 15 only applies if you are filling in the Form on behalf of a business. If you are filling in this Form as a consumer then this clause 15 does not apply to you and you should refer to clause 14 (*Our liability to individuals*) instead.

Subject to clause 16 (*Events and websites outside of our control*) and the last paragraph of this clause 15, our total liability to you for any loss or damage arising out of or in connection with these T&Cs, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to the value of the Entry Fee as confirmed under the relevant Booking Confirmation.

Subject to the last paragraph of this clause 15, we will not be liable for losses that result from our failure to comply with these T&Cs 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 or contracts;

- c. loss of profits;
- d. failure to realise anticipated savings;
- e. loss of data;
- f. waste of management or office time; or
- g. any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise.

However, this 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 above.

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; or
- c. any other liability that may not, under English law, be limited or excluded.

16. Events and websites outside of our control

We and/or our licensors may provide links on our Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that third party products you purchase from those third party sellers will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. You will be notified under their relevant terms and conditions when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party in accordance with our privacy statement so that they may process your order accordingly. Where you buy any product from a third party seller whose website is linked to our Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, that seller's individual liability will be set out in their terms and conditions. If you are contracting as a consumer, this disclaimer does not affect your statutory rights against us. If you would like information about your legal rights you should contact your local trading standards or citizens advice bureau.

The remaining paragraphs of this clause 16 do not apply if you are a consumer and only apply if you are a business.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any contract that is caused by events outside our reasonable control (a "**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a. strikes, lock-outs or other industrial action;
- b. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- c. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e. impossibility of the use of public or private telecommunications networks;
- f. the acts, decrees, legislation, regulations or restrictions of any government; and
- g. pandemic or epidemic.

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 for the duration of that period.

17. Your breach of these T&Cs

If you materially or persistently breach any of these T&Cs, we may immediately do any or all of the following (without limitation):

- a. issue a warning to you;
- b. temporarily or permanently withdraw your right to use the Website, the Account, the online payment gateway, the submission platform and any digital platform which supports delivery of any Exam, submit Forms, or participate or procure participation in Exams;
- c. issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
- d. take further legal action against you; and/or
- e. disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

18. Contact, notices and communications

If you have any questions, complaints or comments concerning the exam process or these T&Cs or if you require any support in relation to your submission (including if you encounter any technical difficulties) please contact dgd.uki@trinitycollege.co.uk or 020 7820 6100 (for exams taken in the UK).

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website to book an Exam, you accept that communication with us will be mainly electronic. We will contact you, the Submitter and the Candidate by e-mail or provide information by posting notices on our pages that form a part of the exam process. 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.

All contractual or legal notices given by you to us must be given to Trinity College London at dgd.uki@trinitycollege.co.uk. We may give notice to you at the e-mail or postal address you provide to us when submitting the Form, or in any of the ways specified in the paragraph above. Notice will be deemed received and properly served immediately when posted on our website; 24 hours after an e-mail is sent within business hours and business days being 9am to 5pm UK time, Monday to Friday; or ten 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 e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

19. Transfer of rights and obligations if you are a consumer

This clause 19 only applies if you are a consumer. For the avoidance of doubt, if you are acting on behalf of a business then this clause 19 does not apply to you and you should refer to clause 20 (*Transfer of rights and obligations if you are a business*) instead.

We may transfer our rights and obligations under these T&Cs to another organisation, but that will not affect your rights or our obligations under your contract with us.

You may only transfer your rights and obligations under your contract with us if we agree to this in advance and in writing.

20. Transfer of rights and obligations if you are a business

This clause 20 only applies if you are acting on behalf of a business. If you are a consumer then this clause 20 does not apply to you and you should refer to clause 19 (*Transfer of rights and obligations if you are a candidate*) instead.

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 on notice to you.

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

21. General

We will not tolerate any cheating, unfair practice or breach of Trinity's rules and regulations by Applicants, Submitters, Candidates, centres, hubs, representatives or anyone else involved in the exam process. Candidates found to have committed any such conduct will, at Trinity's discretion, be disqualified. Where Applicants and Submitters are found to have committed or colluded with such conduct, the affected Candidates will, at Trinity's discretion, have their results voided. Centres found to have committed or colluded in any such conduct will, at Trinity's discretion, be de-registered and affected candidates will have their results voided.

If we fail to insist upon strict performance of any of your obligations under these T&Cs, or if we fail to exercise any of the rights or remedies to which we are entitled under these T&Cs, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

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

If any court or competent authority decides that any of the provisions of these T&Cs are invalid, unlawful or unenforceable to any extent, such provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

No person or organisation, other than Trinity and you, has any rights under or in connection with these T&Cs.

These T&Cs and the documents referred to herein constitute the entire agreement and understanding between us relating to the subject matter of these T&Cs and supersede any previous agreement or understanding between us in relation to such subject matter. Each of you and us acknowledge that in entering into these T&Cs it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject-matter of these T&Cs at any time before its signature (together "**Pre-Contractual Statements**"), other than those which are set out in these T&Cs. Each of you and us hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements. Nothing in this paragraph of clause 21 shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

22. Governing law and jurisdiction

These T&Cs are governed by and are to be construed in accordance with the laws of England and Wales. You acknowledge and agree that the place of any service provided by us as a result of entering into a contract under these T&Cs is the United Kingdom. You further agree that any dispute between you and us regarding them or any contract will only be dealt with by the English courts, provided that, if you are an individual and live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there.

Effective date: 1 September 2023

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