

## Terms and conditions for Trinity College London

Translations of these terms and conditions into other languages, including Italian and Spanish, can be found [here](#).

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. We operate the websites: <https://www.trinitycollege.com/>, <https://www.artsaward.org.uk> <https://www.trinityrock.com>, <https://musicbooking.trinitycollege.co.uk>, <https://selfbooking.trinitycollege.co.uk> and <https://support.trinitycollege.co.uk>, including the various subsections of these websites hosted at connected subdirectories and subdomains (such as, but not limited to, <https://teacher-directory.trinitycollege.com/> and <https://booking.trinitycollege.com>), with the websites and all of their subdirectories and subdomains together being the (“**Platform**”).

### 1. How these T&Cs work

1.1 These terms and conditions (these “**T&Cs**”) are divided into 3 parts:

1.1.1 part 1: the terms of use (“**Terms of Use**”). These describe how you may: (i) access and use the Platform and any Trinity Partner Platform (as defined in clause 2.1) and the content on them; and (ii) interact with the Platform and any Trinity Partner Platform by (for example) submitting comments, images, videos or any other type of material. By using the Platform and any Trinity Partner Platform or by becoming a Registered User (see clause 9 below) you confirm that you accept the Terms of Use and that you agree to comply with them;

1.1.2 part 2: the terms of service (“**Terms of Service**”). These set out the terms according to which you may access and use the services available via the Platform and any Trinity Partner Platform, including the:

- a. Trinity account services (see clause 9);
- b. digital grade and diploma exam services via <https://booking.trinitycollege.com> and ISE Digital exam services via <https://ise-digital.trinitycollege.com> (“**Exam Services**”) (see clauses 10 to 16);
- c. paper exam certification services (connected to the Exam Services) (“**P4P Services**”) (see clause 18);
- d. Skill Up! App services (“**Skill Up! App Services**”) (see clause 20);
- e. digital music theory exam services (“**Digital Music Theory Exam Services**”) (see clause 21);
- f. Trinity Notelab (“**Notelab Services**”) (see clause 22);
- g. our service desk, Freshdesk; and
- h. any other services (including the supply of products) we may offer and provide to you from or via the Platform or Trinity Partner Platform from time to time (however, if we make known to you that separate terms and conditions apply to a particular Trinity service or product not referred to herein, those terms and conditions will govern the use of that product or service and these T&Cs shall not apply),

together referred herein as the “**Services**”, and

1.1.3 part 3: the general terms (“**General Terms**”). These set out certain terms and conditions that apply equally to your use of the Platform or Trinity Partner Platform under the Terms

of Use and/or Terms of Service and any orders or purchases you make through the Platform or applicable Trinity Partner Platform.

- 1.2 If you are an individual acting for purposes that are wholly or mainly outside your trade, business, craft or profession, you are acting as a **“Consumer”**.
- 1.3 If you are acting for purposes relating to your trade, business, craft or profession, then you are acting in the course of a business (a **“Business User”**).
- 1.4 In these T&Cs (unless we specify otherwise in a particular clause), when we refer to **“we”**, **“us”** or **“our”**, we mean Trinity; and when we refer to **“you”** or **“your”** we mean:
  - 1.4.1 you, the person accessing or using the Services; and
  - 1.4.2 if you are a Business User, the business on whose behalf you are acting.
- 1.5 If you are acting on behalf of your employer or another business when you access and use the Platform or Trinity Partner Platform and/or the Services, you will be a Business User and you represent and warrant that:
  - 1.5.1 you have full legal authority to bind your employer or that business; and
  - 1.5.2 you agree to these T&Cs on behalf of the business that you represent.
- 1.6 We recommend that you read these T&Cs carefully before you use the Platform, Trinity Partner Platform or the Services. Please note that if you do not accept these T&Cs then you will not be able to use the Services, Platform or Trinity Partner Platform.
- 1.7 Our privacy statement (available [here](#)) sets out information about how we will use your personal information. Our cookie policy (available [here](#)) sets out how we use cookies and other similar technologies. If you, or an individual whose information you have provided to us, have any questions about our privacy statement, cookie policy or how we collect and use personal information please feel free to contact us at [dpo@trinitycollege.com](mailto:dpo@trinitycollege.com).
- 1.8 We may make additional services, features and tools available to you via the Platform or Trinity Partner Platform which are governed by additional terms and conditions. You must review these additional terms and conditions via the Platform before you engage with such additional services and, if you do not agree to such additional terms and conditions, you must not use such additional services.
- 1.9 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.
- 1.10 When we issue REC Contracts (including when we update REC Contracts), we ask recipients to sign these and return them to us. If we have issued you with a REC Contract for signature, but you have not yet signed it, yet you have proceeded, in your capacity as a centre, hub or representative, to order products or services governed by these T&Cs, then both you and we agree that the most recently issued version of the REC Contract is in force as if you had signed it.

## **PART 1: TERMS OF USE**

### **2. The Platform**

- 2.1 Save as expressly set out in the Terms of Service (which for clarity purposes, includes clause 8.1):
  - 2.1.1 We do not guarantee that the Platform (or any third party online platform which you are required to use as part of the Services (a **“Trinity Partner Platform”**)) as provided by one of

- our commercial partners (a “**Trinity Partner**”), or any content on them, will always be available or be uninterrupted.
- 2.1.2 Access to the Platform and any Trinity Partner Platform is permitted on a temporary basis. We and/or our licensors may suspend, withdraw, discontinue or change all or any part of the Platform or Trinity Partner Platform for justified commercial, operational or legal reasons or in accordance with clauses 2.3 and 26. In the case of suspension, withdrawal or discontinuation, we will provide you with advance notice (unless such suspension, withdrawal or discontinuation must occur immediately due to safety or security risks or legal requirements).
- 2.1.3 We will not be liable to you if for any reason the Platform, or Trinity Partner Platform, is unavailable at any time or for any period.
- 2.1.4 We and/or our licensors may update the Platform and any Trinity Partner Platform and/or change the content on them where there is a valid commercial, operational or legal reason to do so.
- 2.2 You are responsible for making all arrangements necessary for you to have access to the Platform and any Trinity Partner Platform (for example, online access and appropriate updated versions of web browsers). You are also responsible for ensuring that all persons who access the Platform and any Trinity Partner Platform through your internet connection are aware of these Terms of Use and that they comply with them. If you are a Business User, you are also responsible for ensuring that all persons who access the Platform and any Trinity Partner Platform in connection with your business are aware of these Terms of Use and that they comply with them.
- 2.3 We and/or our licensors may from time to time carry out routine and emergency maintenance of the Platform and Trinity Partner Platforms and you may be unable to access the Platform and Trinity Partner Platforms during any such period. We will not be liable to you if for any reason the Platform or Trinity Partner Platform is unavailable during such periods.
- 2.4 The Platform 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.
- 2.5 We do not guarantee that the Platform or any Trinity Partner Platform 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(s) in order to access the Platform and any Trinity Partner Platform and we recommend that you use your own virus protection software.
- 2.6 If you are a Business User, you warrant and undertake that you will comply with all applicable laws, statutes, regulations and codes from time to time in force which apply in connection with your use of the Platform, any Trinity Partner Platform and the Services.
- 2.7 In respect of the Platform (and any applicable Trinity Partner Platform) you agree not to:
- 2.7.1 use the Platform or Trinity Partner Platform for any unlawful purpose or in a way that breaches applicable law;
- 2.7.2 share with any third party any credential information which would allow them to access and enjoy the Platform or Trinity Partner Platform;
- 2.7.3 remove, delete, alter or obscure any trademarks or any copyright, patent or other intellectual property or proprietary rights on the Platform or Trinity Partner Platform without appropriate consent;

- 2.7.4 use the Platform, or the Trinity Partner Platform, in any way which might infringe our or any third party's intellectual property rights or other rights;
  - 2.7.5 copy, or otherwise reproduce or re-sell any part of the Platform or applicable Trinity Partner Platform;
  - 2.7.6 copy, reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to gain access to the source code of the Platform (or Trinity Partner Platform), or translate, port, modify or make derivative works of any portion of, or rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Platform or any Trinity Partner Platform in any way;
  - 2.7.7 disparage Trinity or any Trinity Partner or their respective products or services;
  - 2.7.8 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;
  - 2.7.9 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 Platform or applicable Trinity Partner Platform;
  - 2.7.10 attack the Platform or Trinity Partner Platform via a denial-of-service attack or a distributed denial-of service attack;
  - 2.7.11 use the Platform or Trinity Partner Platform for the purposes of scraping, extracting, spidering, harvesting or otherwise obtaining any material for use within a third party website or application with the exception of any content provided or created by you which you have uploaded to use the Platform or Trinity Partner Platform;
  - 2.7.12 intentionally damage or disrupt the Platform or Trinity Partner Platform in any way; or
  - 2.7.13 use the Services, Platform or Trinity Partner Platform in order to develop any products or services that compete with (or are substantially similar to) the Services, Platform or Trinity Partner Platform.
- 2.8 You are not permitted to use the Platform or Trinity Partner Platform if you or the country that you are resident/located in are subject to sanctions by the UK Government as set out at this [link](#).
- 2.9 By breaching some of these provisions, you could be committing a criminal offence under the Computer Misuse Act 1990 (or other applicable laws). We may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform or any Trinity Partner Platform will cease immediately.
- 2.10 If you become aware of any activity that may be in breach of these Terms of Use then you must promptly notify Trinity using the details in clause 27.

*User Generated Content*

- 2.11 If it is the case that you supply or upload any content to the Platform or a Trinity Partner Platform, whether it be pictures, videos, text, sound recordings or other content ("**User Generated Content**"), it must comply with the following rules:
- 2.11.1 it must not be obscene, indecent, abusive, offensive, threatening or racist and it must not promote or propose hatred or physical harm against anyone;

- 2.11.2 it must not harass or bully another person;
  - 2.11.3 it must be true and honest so far as you know;
  - 2.11.4 it must not: (i) constitute pornography; or (ii) be sexual or sexually suggestive involving minors;
  - 2.11.5 it must not be libellous or defamatory of anyone;
  - 2.11.6 it must not be unlawful;
  - 2.11.7 it must not use the material or content or infringe the rights or privacy of anyone else; for example you should not use images of well-known characters, footage or music (unless it is your own or you have permission to use it);
  - 2.11.8 it must not contain someone else's personal information or confidential information relating to other people unless you have appropriate consent;
  - 2.11.9 it must not promote discrimination, whether based on ethnicity, race, sex, religion, nationality, disability, sexual orientation, age or any other protected characteristic;
  - 2.11.10 it must not promote or condone terrorism, violence or other illegal behaviour;
  - 2.11.11 it must not be harmful to minors in any way;
  - 2.11.12 it must not impersonate any person, or misrepresent your identity or affiliation with any person;
  - 2.11.13 it must not give the impression that it emanates from or is endorsed by us or a Trinity Partner, if this is not the case;
  - 2.11.14 it must not contain or transmit any viruses, worms, Trojan horses, 'spyware' programs and other harmful or malicious code, files, scripts, agents or programs;
  - 2.11.15 it must not include advertisements;
  - 2.11.16 if you are resident in India, it must not threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order, or cause incitement to the commission of any cognisable offence in India, or prevent investigation of any offence in India, or is insulting of another nation; and
  - 2.11.17 it must not breach these T&Cs.
- 2.12 We, and our Trinity Partners, reserve the right to refuse, remove or delete any User Generated Content supplied by any person that we think contravenes these T&Cs or applicable laws. If you believe that Trinity has taken down your User Generated Content or restricted access to it in breach of these T&Cs, or if you believe that Trinity has suspended or banned you from using a service to upload User Generated Content in breach of these T&Cs then you have the right to bring a claim for breach of contract. If you become aware of any User Generated Content that breaches clause 2.10, please contact us using the details set out in clause 27, providing your full name and address, along with details of: (i) the date on which it was posted and where it can be found on the Platform or Trinity Partner Platform (as applicable); (ii) the username of the person who posted it; (iii) reasons why the content should be deleted; and (iv) copies of any communication with the person who posted it (if any).
- 2.13 In addition, we may from time to time provide interactive services on the Platform or Trinity Partner Platform that shall enable you to upload User Generated Content, including, without limitation:

- 2.13.1 comment facilities;
  - 2.13.2 chat rooms; and/or
  - 2.13.3 bulletin boards,
- (together “**Interactive Services**”).

- 2.14 Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.
- 2.15 Our Interactive Services are intended to be used by individuals above 18 years of age only. The use of any of our Interactive Services by a minor is subject to the permission of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online. Minors who are using any Interactive Service should be made aware of the potential risks to them.

### 3. **Intellectual Property**

- 3.1 You acknowledge and agree that Trinity and/or its licensors own and retain all intellectual property rights in and to the Platform (and any applicable Trinity Partner Platform), the Trinity name, Trinity logos, trademarks, images and other intellectual property appearing on the Platform and applicable Trinity Partner Platform. These works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 3.2 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 Platform or applicable Trinity Partner Platform, and the Trinity name, Trinity logos, trademarks, images and other intellectual property appearing on Platform and applicable Trinity Partner Platform.
- 3.3 You acknowledge and agree that no part of the Platform or applicable Trinity Partner Platform 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 (or the applicable Trinity Partner’s) prior written consent.
- 3.4 Any communications or materials you send to us through the Platform or applicable Trinity Partner Platform by electronic mail or other means will be treated as non-proprietary and non-confidential (other than communications in respect of your order if you use the Platform or Trinity Partner Platform to purchase products services or from us) and to the extent permissible under applicable law, you hereby waive all moral or special rights in this regard. We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose, including, but not limited to, developing, manufacturing, advertising and marketing us and our products and services.

## **PART 2: TERMS OF SERVICE**

### 4. **Order processes for Services**

- 4.1 In the event that you wish to place an order for a Service, which includes orders for products (an “**Order**”), you may need to register an Account with us first in accordance with clause 9, and then you will need to follow the relevant procedure set out on the Platform (or applicable Trinity Partner Platform) to submit your Order. You must be at least 18 years old to place an Order. The relevant order process will allow you to check and amend any errors before submitting your Order. Please check your Order carefully before confirming it, as once your Order is submitted we will begin

processing it immediately. You are responsible for ensuring that your Order is complete and accurate. All Order processes are available in English, and, where indicated on the Platform in relation to the relevant Service, in Italian or Spanish, and we will not file a copy of any contract formed between you and us.

- 4.2 Your Order constitutes an offer to us. We will confirm our acceptance of your Order by sending you an email confirming the information you included in your Order (including, for products, the delivery period) ("**Confirmation Email**"). These T&Cs will become binding on you at the point we send confirmation of your Order to you via email and will be incorporated into a contract between you and us in relation to such Order ("**Contract**"). For clarification purposes, the T&Cs which bind such Order under Contract will be the T&Cs that we presented to you during the Order process, immediately prior to you submitting your Order.
- 4.3 In respect of any Orders for Services which require the use of a Trinity Partner Platform, 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 a Trinity Partner and the functioning of the applicable Trinity Partner Platform. Save as set out in clause 25 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 computer equipment or other property resulting from the relevant user's access to, use of, or downloading of any materials, data, text, images, video, or audio from the Trinity Partner Platform. You (and the relevant user) are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy their particular requirements.
- 4.4 Further, in respect of any Orders which require the use of a Trinity Partner Platform, you must comply with the applicable terms and conditions of the relevant Trinity Partner. We will make those terms known to you via the relevant clauses in these T&Cs.
- 4.5 We reserve the right to provide a different Trinity Partner Platform or to modify or change our Services processes in the future in respect of such Trinity Partner Platforms for justified commercial, operational or legal reasons. Save as set out in clause 25, we shall not be liable to you, any relevant user or to any third party for any modification, suspension or discontinuance of any Trinity Partner Platform. If we provide a different Trinity Partner Platform, we will provide you with advance notice.

## 5. **Delivery**

- 5.1 If your Order is for a product:
  - 5.1.1 The costs of delivery will be as displayed to you on the Platform or Trinity Partner Platform. We will agree a delivery period with you during the Order process, and will confirm such delivery period in the Confirmation Email. If our supply of the product is delayed by an event outside our control then we will contact you as soon as possible and we will take steps to minimise the effect of the delay.
  - 5.1.2 If no one is available at the address to take delivery of the product, we will leave a note informing you of how to rearrange delivery or collect the product from a local depot. A product will be your responsibility from the time we deliver the product to the address provided. You own the product once we have received payment in full.

## 6. **Fees and payment**

- 6.1 Unless stated otherwise in these Terms of Services, the prices for the Services (and delivery, if applicable) are set out on the Platform (or Trinity Partner Platform), or they will be provided to you via an email from Trinity (the "**Fees**"). Unless stated otherwise in these Terms of Services, the Fees are inclusive of VAT and all other applicable taxes. If we cannot reasonably calculate the applicable

taxes in advance, we will make that clear to you on the Platform or applicable Trinity Partner Platform and state the manner in which those taxes will be calculated.

- 6.2 Fees may be subject to change from time to time, however our Fee changes will not affect Orders for which a Contract already exists, unless you are a Business User wishing to renew or extend an existing fixed term Contract. In this scenario, the Fees may change upon renewal or extension.
- 6.3 Unless we agree otherwise, you shall pay the Fees using one of the payment methods set out in the Order process (the “**Payment Methods**”). You confirm that the card or bank account which is being used is yours, or that you have the authorisation of the account holder to use it. If you use a Payment Method which you are not authorised to use, you will be liable to us for any losses that we suffer as a result of your use of that Payment Method.
- 6.4 In certain transactions, the Payment Method will be facilitated by Trinity Partner, Verifone Payments B.V. (“**Verifone/2Checkout**”), in its capacity as our ‘reseller’/‘merchant of record’ /‘MOR’. In these cases, your payment and associated activities are subject to the [terms of use on Verifone/2Checkout’s website](#) (the “**Verifone MOR Terms**”). These associated activities include: collecting any VAT or sales taxes, ensuring payments are sent for processing in accordance with Payment Card Industry (PCI) compliance, and managing all payment-related aspects of the transaction; and are set out in the Verifone MOR Terms. Whilst Verifone/2Checkout is our ‘reseller’/‘merchant of record’ in such contexts and may appear on your financial statement alongside our name, our T&Cs nevertheless govern all other elements of the transaction (except where specified otherwise) as set out in more detail in clause 1 above. We draw your attention in particular to the Verifone MOR Term which states that your Order for and use of Services are subject to the relevant agreement between you and us (which may include these T&Cs). The Verifone MOR Terms are between you and the Verifone entity set out in the Verifone MOR Terms. Our T&Cs are between you and us.
- 6.5 This clause 6.5 applies to you if you are resident in India. We may use third-party payment aggregators (“**Payment Aggregators**”) to facilitate payments via the Platform or Trinity Partner Platform. The processing of payments will be subject to the terms and policies of any such Payment Aggregators in addition to these Terms of Service. We shall not be liable for any error by the Payment Aggregator. In the event of any unsuccessful payments, the money debited shall be credited back to the source account in accordance with the terms of the Payment Aggregator.
- 6.6 If you pay for the Services using a credit or debit card, you may also incur credit card or other transaction charges which, if applicable, are as quoted on our Platform or Trinity Partner Platform at the time of booking, and may 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. Trinity does not itself store or use card information.
- 6.7 Unless we agree otherwise, or Trinity indicates that it will send you an invoice for payment, the relevant Fee must be paid in full by credit or debit card at the time of submitting your Order. This can be done by following the prompts that will appear on-screen on the Platform or Trinity Partner Platform.
- 6.8 If you pay for the Services using a credit or debit card, and if your credit or debit card is declined, you will be notified of this on screen and your Order will not be processed. You will be responsible for completing and submitting a new Order using a valid form of payment.
- 6.9 If you pay for the Services using a credit or debit card, 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.
7. **Cancellation rights – UK and EU Consumers only**



- 7.1 If you are a Consumer resident in the UK or the European Union then you have a right under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (UK) or your local equivalent (the “**Regulation**”) to cancel a Contract within a 14 day period without giving a reason in accordance with this clause 7 (as explained further below). For the avoidance of doubt, if you are a Consumer resident outside the UK or the European Union, or a Business User, this clause 7 does not apply to you unless we agree otherwise. **Please note that the right to change your mind does not apply to any bespoke products you purchase from us (i.e. products that we create to your specification or are clearly personalised).**
- 7.2 If the Contract is for a service, the cancellation period will expire within 14 days after the day on which we send the Confirmation Email, and if the Contract is for a product, the cancellation period will expire 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the products (in each case, the “**Cooling Off Period**”).
- 7.3 **If the Contract is for a service, then if you wish to access the Services under the Contract during the Cooling Off Period then you may do so but you expressly agree that we may begin to supply the Services to you during the Cooling Off Period and you acknowledge that, once the Contract has been fully performed, your right to cancel the Contract under the Regulation will be lost and you are not entitled to any refund under those cancellation rights.**
- 7.4 To exercise your right to cancel, you must inform us of your decision to cancel a Contract by making a clear statement. The easiest way to do this is to email us at ukandireland@trinitycollege.com if you are located in the UK or, if you are located outside of the UK, by filling in the ‘Contact us’ form for ‘Other enquiries’ available at <https://www.trinitycollege.com/contact> forwarding on your Confirmation Email and informing us of your decision to cancel the Contract. You may use the below model cancellation form but you are not required to do so:

<p><b>Model Cancellation Form</b></p> <p>To Trinity College London, 110 Southwark Street, London SE1 0TA, United Kingdom,</p> <p>I/We(*) hereby give notice that I/We(*) cancel my/our contract for the provision of the following service*,</p> <p>Ordered on(*)</p> <p>Name of consumer(s)</p> <p>Address of consumer(s)</p> <p>Signature of consumer (only if this form is notified on paper)</p> <p>Date</p> <p>(*) Please delete if not applicable</p>
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- 7.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of your right to cancel before the Cooling Off Period has expired. We will send you an acknowledgement of receipt of your notice to cancel by email.
- 7.6 Nothing in this clause 7 affects your other statutory rights as a Consumer.
- 7.7 If you cancel a Contract for a service with us:

- 7.7.1 We will only reimburse you for any portion of the Services not performed prior to you notifying us of your intention to cancel.
  - 7.7.2 We will make the reimbursement without undue delay, and not later than fourteen (14) days after the day on which we are informed about your decision to cancel this Contract.
- 7.8 If you cancel a Contract for a product with us:
- 7.8.1 we will reimburse you all payments received from you, including the cost of delivery except for:
    - (a.) the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us; and
    - (b.) deductions we may make for reimbursement covering the loss in value of any products supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the products resulting from the unfair and/or unreasonable wear and tear of the products other than what is necessary to establish the nature, characteristics and functioning of the products. We may make a deduction from any reimbursement (you are entitled to from us) for such loss in value of any products we supply.
  - 7.8.2 We will make the reimbursement without undue delay, and not later than:
    - (a.) 14 days after the day we receive back from you any products supplied;
    - (b.) (if earlier) 14 days after the day you provide evidence that you have returned the products; or
    - (c.) if there were no products supplied, 14 days after the day on which we are informed about your decision to cancel the Contract.
  - 7.8.3 We may withhold reimbursement until we have received the products back or you have supplied evidence of having sent back the products, whichever is the earliest.
- 7.9 We will make the reimbursement under this clause 7 using the same means of payment as you used for the initial transaction; you will not incur any fees as a result of the reimbursement.
8. **Warranties**
- 8.1 If you are a Consumer then we are under a legal duty to provide you with products or Services (as applicable):
    - 8.1.1 that are in conformity with the applicable Contract;
    - 8.1.2 in accordance with applicable law;
    - 8.1.3 for Services, with reasonable care and skill; and
    - 8.1.4 all other applicable statutory warranties.
  - 8.2 If you are a Business User, then to the extent permitted by applicable law, the Services (including the provision of any products), Platform and applicable Trinity Partner Platform are provided “as is” and we disclaim all other conditions, warranties, representations, undertakings or other terms which might have effect between you and us with respect to the Services, the Platform or Trinity Partner Platform or be implied or incorporated into these T&Cs (or any Contract), whether by statute, common law, trade, custom, practice, course of dealing 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. We do not warrant anything in relation to systems that do not make up the Platform or Trinity Partner Platform or the connection to those systems.

- 8.3 We and/or our licensors may provide links on our Platform and the Trinity Partner Platforms 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. 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 Platform or Trinity Partner Platform 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.

## 9. **Trinity Accounts services**

- 9.1 You will need to open an account with Trinity in order to access certain Services on the Platform or Trinity Partner Platform (an "**Account**"). Accounts are available to Consumers and Business Users. You must be 18 years or older in order to open an Account. When you follow the prompts to sign-up for an Account you will be asked to enter in a set of unique log-in credentials (email address and password) (the "**Credentials**"). You will then be sent an email from a service provider with instructions to follow in order to confirm your email address and verify the setting up of the Account. You must choose and use a set of unique Credentials for the Account. You must treat such Credentials as confidential and you must not disclose them to any third party. Once you register an Account, you will be a "**Registered User**".
- 9.2 By registering for and opening or using an Account with Trinity you agree to be legally bound by these T&Cs. Creation of an Account is free of charge. You are responsible for all activities that are carried out under your Credentials. You will be required to enter your Credentials each time you wish to access your Account or avail of a product or service which requires you to use an Account. We do not check the identities of people using Accounts and will not be liable where your Credentials are used by someone else.
- 9.3 You agree that:
- 9.3.1 all the information that you provide to us in connection with your Account is correct, complete and accurate;
  - 9.3.2 you are the person whose details you have provided; and
  - 9.3.3 you will notify us immediately if there are any changes to the information you have provided to us.
- 9.4 If you know or suspect that anyone other than you knows your Account login details, you must immediately notify us using the details in clause 27.
- 9.5 You are responsible for any unauthorised use of your Account login details.
- 9.6 The information, including personal information, that you provide when accessing or purchasing certain products or services from Trinity, its subsidiaries or Trinity Partners will be added to your Account in accordance with the terms and conditions for such products or services. You can view and update the information that you provide to us and that is saved to your Account by accessing your Account.
- 9.7 You can choose to pause or delete your Account at any time. Pausing or deleting your Account in relation to a particular product or service may not necessarily pause or delete your account with Trinity in relation to other services offered by Trinity, its subsidiaries or Trinity Partners. If you wish to

pause or delete your Account then send an email to [ukandireland@trinitycollege.com](mailto:ukandireland@trinitycollege.com) if you are located in the UK or, if you are located outside of the UK by filling in the 'Contact us' form for 'Other enquiries' available at <https://www.trinitycollege.com/contact> requesting Trinity to pause or delete your Account. You must only register for one Account with Trinity, as registering for multiple Accounts is not allowed. Sharing Accounts with another person is also not allowed.

- 9.8 Subject to your compliance with these T&Cs, Trinity grants you a non-exclusive, royalty-free, non-transferable right for the period that these T&Cs are in effect between Trinity and you to access and use the Account, solely for the purpose of accessing or purchasing products or services from Trinity, its subsidiaries or Trinity Partners and for providing details for, or amending the details provided for, yourself or other individuals as required by the relevant product or service.
- 9.9 You acknowledge and agree that Trinity may amend the features, appearance and functionality of the Account from time to time, provided we give you reasonable notice of such changes.
- 9.10 Trinity retains the right to disable your Credentials and/or terminate your access to the Account at any time and without liability. In particular, but without limiting the sentence just before this one, we have the right to disable your Credentials and/or terminate your access to the Account at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these T&Cs or the provisions of the terms and conditions of any product or service accessed, used or purchased using the Account (including the terms of an applicable Trinity Partner Platform). In the event of such a failure to comply, your right to use the Account will cease immediately.

#### **Trinity Account services and data protection**

- 9.11 In relation to the Account, we are the data controller and will collect and use in accordance with our [privacy statement](#): (i) your personal information, and (ii) the personal information of other individuals that you are required to provide us with in relation to a relevant product or service, including your or their name, contact information and any other details that you provide. We will primarily use this personal information in order to enable you to open and manage the Account or to purchase, access or benefit from a product or service of Trinity or its subsidiaries. We may share your personal information with our subsidiaries and other third parties where you purchase, access or benefit from a product or service of our subsidiaries. More information about how we process personal information, who we share it with and your rights, can be found in our [privacy statement](#). Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws, (ii) agree to inform such individual (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our [privacy statement](#) to their attention.

#### **10. Exam Services**

- 10.1 The Exam Services are available to Consumers and Business Users except for certain Exam Services which, at present, can only be booked by Business Users who are registered exam centres, registered exam hubs or local area representatives with Trinity. When we refer to the "**Applicant**", we mean you, the person booking a digital grade or diploma exam (a "**DGD Exam**") or an ISE Digital exam ("**ISE Digital Exam**"), and together with DGD Exam, each an "**Exam**") via <https://booking.trinitycollege.com> for DGD Exams in the UK, <https://my-trinity.trinitycollege.com/music/digital-grades-and-diplomas/> for DGD exams in non-UK locations or <https://ise-digital.trinitycollege.com> for ISE Digital Exams (each, in relation to the relevant exam type, the "**CX Website**").
- 10.2 The person who takes the Exam and, in the case of DGD Exams, 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 for DGD Exams on behalf of the Candidate is

the submitter (the “**Submitter**”). In the case of DGD Exams, if the Candidate is 18 years of age or older, they may also be the Submitter and/or the Applicant.

10.3 By booking an Exam through the CX Website, you agree to be legally bound by and to comply with these T&Cs and our [exam rules and regulations](#) for DGD Exams (where your booking relates to a DGD Exam) or our [exam rules and regulations](#) for ISE Digital Exams (where your booking relates to an ISE Digital exam, each as published from time to time. When you book an Exam, Trinity’s [policies](#) and certain other terms may also apply such as our [privacy statement](#), our [terms for submission of exam videos](#) that apply to the Submitter (in the case of DGD Exams), the [terms of use](#) of the Exam delivery platform that apply to the Applicant and/or the Candidate when accessing the Exam delivery platform (in the case of ISE Digital Exams) and the [terms of use](#) of the moderation/proctoring service or secure web browser that apply to the Applicant and/or the Candidate (in the case of ISE Digital Exams) (together with the [exam rules and regulations](#) for DGD Exams (where your booking relates to a DGD Exam), our [exam rules and regulations](#) for ISE Digital Exams (where your booking relates to an ISE Digital Exam), the “**Additional Terms**”. Where you are not also the Candidate and/or the Submitter, you agree to: (1) bring these T&Cs and the relevant Additional Terms 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 where relevant.

10.4 It is strictly prohibited to sell, re-sell or otherwards onwardly distribute any of our Exams or Exam-related materials to any person.

## 11. **Exam Services - booking an Exam**

11.1 Consumer Exam bookings: You (as the Applicant) must be 18 years of age or older in order to book an Exam via the CX Website. You must also open an Account (see clause 9 in relation to Accounts) prior to paying for your first Exam booking. If you are 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 11). 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.

11.2 Business User Exam bookings: Where you are a Business User (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. You must be above 18 years or older to book an Exam via the CX Website even where you are acting as a Business User. You must also open an Account prior to paying for your first Exam booking.

11.3 Process for all Exam bookings (Consumers and Business Users): In order to book the Exam, you must fill in the application form (the “**Exam Form**”) on the CX Website which will require you to follow the prompts that will appear on-screen to:

11.3.1 select your country, region, the type of Exam you intend to book, your subject area, performance type, grade and instrument or subject;

11.3.2 enter the requested information, which, depending on the type of Exam being booked, may 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), the Candidate’s Unique Learner Number (ULN) (optional field), and whether they have any special educational needs; (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;

- 11.3.3 for certain Exam types, you will have the option to enrol multiple Candidates for an Exam;
  - 11.3.4 in the case of DGD Exams in the UK only, 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 Trinity publication e-book or other equivalent item of our choice where a referral code has been provided;
  - 11.3.5 check the information entered into the Exam 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 Exam Form is submitted we will begin processing it immediately based on the information that you have provided;
  - 11.3.6 review these T&Cs and provide your consent to be bound by the same by ticking where indicated;
  - 11.3.7 submit the Exam Form, and for Exams where the Candidate does not review the booking as part of the process, proceed to the payment page and pay for the Exam in accordance with clause 6. Where the option to pay by credit or debit card is made available to you, you will be prompted to confirm and submit your payment; and
  - 11.3.8 in the case of Exams where the Candidate reviews the booking, click to submit the booking for the Candidate’s review.
- 11.4 Where you already have an Account, you may not be prompted or required to fill some of the above details in the Exam Form as this information will have already been provided to us from the details held in your Account.
- 11.5 Where you are booking an Exam via the CX Website for the first time, you will be prompted to set up an Account. Clause 9 has further details around opening an Account.
- 11.6 In relation to Exams where the Candidate reviews the booking, once you have submitted the booking for the Candidate’s review, the Candidate will receive an email from Trinity prompting the Candidate to access the CX Website to confirm their details and your enrolment of the Candidate for the relevant Exam. When the Candidate accesses the CX Website, where they do not already have an Account, they will be required to open an Account with Trinity, after which the Candidate will be presented with their details for confirmation and may be asked for additional information such as their language learning experience (as relevant). The Candidate should carefully check their details as their name will appear in their certificate exactly as written and their email address (or, where the Candidate is under 18 years of age, their parent or legal guardians’ email address) will be intrinsically linked to the digital certificate that will be provided to the Candidate if they successfully pass their Exam. Once the Candidate confirms their details and enrolment for the ISE Digital Exam, you will be prompted to submit the Exam booking via the CX Website in order to successfully book the Exam. You will pay for the Exam in accordance with clause 6. Where the option to pay by credit or debit card is made available to you, you will be prompted to confirm and submit your payment.
- 11.7 You are responsible for and must ensure that the details you provide in the Exam 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. Once the Exam booking is confirmed, you cannot change the type of Exam booked at a later date via the CX Website and will need to submit a new Exam 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 the Exam Form and submit the Exam Form on their behalf. It is particularly important that the email address entered for the Candidate in the Exam 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 Exam Form, you should provide the email address of the parent or legal guardian for such Candidate.

- 11.8 In accordance with the Order process set out at clause 4, following a successful booking of an Exam, you will receive your Confirmation Email at the email address that you have provided in the Exam Form (in the case of certain Exams, the Confirmation Email may be sent via Trinity Partner, Verifone (see clause 6.4 for more details about Verifone)). A legally binding contract between us will only be formed when we send you this Confirmation Email and each Confirmation Email will incorporate these T&Cs into the Contract. The Contract will relate only to those Exam entries that we have confirmed in the Confirmation Email, 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. Where the Submitter and Candidate are not the Applicant, the Applicant shall procure that the Submitter and Candidate comply with the terms and conditions of the applicable Contract.
- 11.9 In relation to UK DGD Exams, where you have entered in a referral code in the Exam Form, Trinity will also send you an email with details of how to claim the free Trinity publication e-book as referred to clause 11.3.4.
- 11.10 The Fees for each Exam will be made available as part of the booking process (the “**Entry Fee**”). If payment of the Entry Fee is not made in the currency specified for the country where the Candidate intends to take the Exam then your Exam Form will not be processed and your payment will be rejected and/or returned.
- 11.11 DGD Exams booked via the CX Website are currently only available to be taken in the UK, Austria, Czechia, Denmark, France, Germany, Gibraltar, the Netherlands and Switzerland, and by candidates located in these listed countries. ISE Digital Exams booked via the CX Website are currently only available to be taken in the UK, Ireland, Spain and Italy and by candidates located in these listed countries. Please note that where you book multiple Exams via the same Exam 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 or ISE Digital only). You will need to fill in another Exam Form for booking an Exam in relation to a different subject.
- 11.12 In the case of DGD Exams, once we have sent you the Confirmation Email and, if applicable, the email in relation to the referral code and the 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).
- 11.13 Trinity retains the right to amend or cancel an Exam at any time for legal, operational or commercial reasons. Clause 12 below sets out your related right to a refund.
- 11.14 **In the case of ISE Digital Exams, Trinity also retains the right to cancel the Exam where payment in full for the Exam has not been received by Trinity at least three business days (being working days in the country where you are based) before the Exam (the “Closing Date”). In this case you will have no right to a refund.**
12. **Exam Services - our refunds policy for cancellations**
- 12.1 Please refer to clause 7. If you are a Consumer resident in the UK or European Union, you may cancel a Contract for an Exam Service within the Cooling Off Period in accordance with the terms of clause 7 and you may receive a refund, but this is 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. If you cancel after the Cooling Off Period, or, in the case of DGD Exams after the Exam Video (as defined below) has been

uploaded to the submission platform (if earlier) and in the case of ISE Digital Exams after the Closing Date (if earlier) we will not offer any refund.

- 12.2 We have extended the right to cancel a Contract for an Exam Service during the Cooling Off Period in accordance with clause 7 and clause 12.1 to any booking of Exams via the CX Website for Business Users and Consumers resident outside the UK and European Union.
- 12.3 Subject to clause 11.14, if we cancel the Exam to which your Confirmation Email 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.
13. **Exam Services – recording and submission (for DGD Exams) and onboarding and accessing the ISE Digital Exam (for ISE Digital Exams)**

*DGD Exams*

- 13.1 Clauses 13.2 to 13.8 apply in relation to DGD Exams only.
- 13.2 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.
- 13.3 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 Confirmation Email. 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). Please read Trinity’s [terms for submission of Exam Videos](#) which are incorporated herein by reference. These will also 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.
- 13.4 Trinity has contracted with a Trinity Partner, 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 a Trinity Partner Platform for the submission of Exam Videos to Trinity. Submittable has its own [terms \(click to review Submittable’s terms\)](#) 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.
- 13.5 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.
- 13.6 You are also responsible for the content of the Exam Video. You must ensure that the Submitter does not submit an Exam Video that breaches these T&Cs (including the User Generated Content clauses in the Terms of Use which, for the avoidance of doubt, will apply to the Exam Video).



13.7 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. Save as set out in clause 25, 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.

13.8 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.

*ISE Digital Exams*

13.9 Clauses 13.10 to 13.17 apply in relation to ISE Digital Exams only.

13.10 You will carry out all the onboarding steps and equipment checks in accordance with Trinity's [instructions and guidance](#) in relation to ISE Digital Exams (the "ISE Digital Guidance"). You will also ensure that the Candidate carries out all the onboarding steps and preparation for the Exam in accordance with the [ISE Digital Guidance](#).

13.11 You may permit the Candidate to take the Exam from your test centre location subject to these T&Cs, the [rules and regulations](#) for the ISE Digital Exams and the [ISE Digital Guidance](#).

13.12 You must provide the required number of invigilators (the "Invigilators") for each Exam session in accordance with the [ISE Digital Guidance](#). The role of the Invigilator is described in greater detail in the [ISE Digital Guidance](#).

13.13 Trinity will also provide you with the relevant information and a keycode for each Candidate for the Exam session. Each Candidate will be required to input their keycode each time they access the exam delivery platform.

13.14 You must ensure that the Invigilator and the Candidate keeps the Candidate's keycode secure and does not share it with any third party.

13.15 Trinity has contracted with a Trinity Partner, to provide a Trinity Partner Platform for the delivery of the ISE Digital Exam. [Terms of use](#) apply to individuals who use this Trinity Partner Platform to facilitate or take an ISE Digital Exam. These [terms of use](#) will be made available to the Candidate to assent to on accessing the ISE Digital Exam.

13.16 Trinity has also contracted with another Trinity Partner, Talview Inc, a company whose registered office is at #400, Concar Dr, San Mateo, CA, 94402 ("Talview") to provide as required, a moderation/proctoring service and a secure browser application in relation to the ISE Digital Exam. Talview requires Candidates and any other person accessing Talview's services to assent to Talview's own [terms of use](#) in relation to Talview's moderation/proctoring services and/or the secure browser application when taking an ISE Digital Exam.

13.17 You must only allow the Candidates to access the ISE Digital Exam:

13.17.1 via the method described in the [ISE Digital Guidance](#); and

13.17.2 using devices or equipment that meet the technical requirements outlined in the [ISE Digital Guidance](#).

14. **Exam Services – assessment, certification and resits**

- 14.1 In relation to DGD Exams only, 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 Exam Form for the Candidate (which, in the case of a Candidate under 18 years of age should be the email address of the Candidate's parent or legal guardian) as well as for the Submitter.
- 14.2 In relation to ISE Digital Exams only, on the day of the Exam, you will ensure that the Invigilator facilitates the required security checks, after which, the Candidate starts the ISE Digital Exam following the process as indicated in the [ISE Digital Guidance](#). The Candidate's performance in the Exam will be assessed. Following the marking of the Exam, the Candidate will receive an email once their Exam report is available within their Trinity Account.
- 14.3 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 Exam 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 a Trinity Partner digital certificate provider, EdInvent, Inc, (a company registered in Delaware whose registered address is Accredible, 800 West El Camino Real, Suite 180, Mountain View, CA 94040 ) ("**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 paper certificate in addition to their digital certificate as part of the P4P Services (see clause 18).
- 14.4 Where we have stated that an Exam report or digital certificate will be available within a certain number of days following the day of the Exam, this is subject to there being no unforeseen delays or issues (including on Trinity Partner Platforms), and subject also to clauses 2.1 and 26.
- 14.5 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 may have 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
- 14.6 In relation to ISE Digital Exams only, the Candidate may have the option to request a resit of the Exam or a component of the Exam in accordance with Trinity's [rules and regulations](#) for the ISE Digital Exam and the [ISE Digital Guidance](#).
- 14.7 We will not tolerate any cheating, unfair practice or breach of Trinity's rules and regulations by any users of the CX Website, Platform, any Trinity Platform or the Services. 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, hubs or representatives 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.
15. **Exam Services - 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). This licence shall not lapse if we have not exercised our rights under this licence for any period of time. 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.

## 16. Exam Services – data protection

16.1 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 Exam 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 (for DGD Exams) or for the Candidate to access the Exam and be assessed (for ISE Digital Exams) as part of the Exam process, for the Candidate's exam report and certificate to be distributed and to process the Candidate's request for a resit (for ISE Digital Exams). Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws, (ii) agree to inform such individuals (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our privacy statement to their attention. In particular, you agree to inform the Candidate and the Submitter (where relevant) that their personal information is being provided to us and bring our [privacy statement](#) to their attention.

16.2 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 Accredible, who we have contracted with as a processor for the purpose of providing the Candidate with a digital certificate. Accredible acts as our 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 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 set-up with Accredible directly and chooses to provides 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.

- 16.3 In the case of DGD Exams, where the Submitter uses their account with Submittable 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.
- 16.4 In the case of ISE Digital Exams, we will share some of your (and/or as applicable the staff of your centre that access the relevant Trinity Partner Platform) and the Candidate's personal information with (i) the Trinity Partner whom we have contracted with as our processor for the purpose of delivering the ISE Digital Exam, and (ii) Talview, whom we have contracted with as our processor for the purpose of proctoring/moderating/providing a secure web browser for the ISE Digital Exam
- 16.5 You can exercise your rights of access, rectification, erasure, restriction of processing and portability by sending your request to the following e-mail address [dpo@trinitycollege.com](mailto:dpo@trinitycollege.com). More information about how we process personal information can be found in our [privacy statement](#). 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](mailto:dpo@trinitycollege.com).
17. ***[Intentionally not used]***
18. **P4P Services**
- 18.1 The P4P Services are available to Consumers and to Business Users who are private registered exam centres with Trinity. The Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) may use our P4P Services in order to obtain a paper certificate (a "**Paper Certificate**") in relation to an Exam (as defined in clause 10.1) or any other Trinity qualification taken in the UK, Austria, Czechia, Denmark, France, Germany, Gibraltar, Ireland, Italy, the Netherlands, Portugal, Spain and Switzerland, or for a qualification taken via the Simply Piano application, and for which the Candidate has obtained a mark of pass or above and has already received a digital certificate, including as per the instructions referred to in clause 14.2. A private registered exam centre for Trinity may use our P4P Services in order to obtain a Paper Certificate with respect to a Candidate that enrolled with such private registered exam centre for Trinity in relation to an Exam (as defined in clause 10.1) or any other Trinity qualification taken in the UK, Austria, Czechia, Denmark, France, Germany, Gibraltar, Ireland, Italy, the Netherlands, Portugal, Spain and Switzerland, and for which the Candidate has obtained a mark of pass or above and has already received a digital certificate, including as per the instructions referred to in clause 14.2. In this clause 18, the "**Applicant**" or "**you**" refers to the person responsible for purchasing the paper certificate via the P4P Services. As the Applicant, you must be either the (i) the private registered exam centre for Trinity that the Candidate enrolled with for the relevant Exam or other Trinity qualification, or (ii) the Candidate in whose name the digital certificate has been issued or, where the Candidate is under 18 years of age, their parent or legal guardian, and be located in the country in which the Exam or other Trinity qualification was taken. The Applicant can place an Order for a Paper Certificate via the Platform in accordance with clause 4.
- 18.2 The instructions referred to in clause 14.2 or similar instructions issued by Trinity in relation to the relevant Trinity qualification will direct you to the landing page for the Trinity certificates platform where, in order to open an Account (see clause 9 in relation to Accounts) to sign into the P4P Services, you will be prompted to enter certain details such as, (i) in the case of a Candidate (or, where the Candidate is under 18 years of age, the Candidate's parent or legal guardian) the Candidate's candidate number (which is the candidate number printed in the bottom left-hand corner of the Candidate's digital certificate), email address (which is the email address to which the Candidate's digital certificate was sent) and location (which should be the same location in which the Exam or other Trinity qualification was taken) and (ii) in the case of a private registered exam centre with Trinity, the Trinity centre portal username for the centre, the centre number and the order number.

Once you have signed in, (i) if you are the Candidate or the Candidate’s parent or legal guardian, you will be presented with the Candidate’s information held by Trinity and will be prompted to tick a box to confirm if the Candidate is under 18 years of age, and (ii) if you are a private registered exam centre with Trinity, you will be presented with information in relation to the centre. You can then follow the process to:

- 18.2.1 choose the exam(s) and, in the case of registered exam centres using the P4P Services, the Candidate(s), for which you would like a Paper Certificate. Information about the fee payable for the Paper Certificate will be listed next to the relevant exams;
  - 18.2.2 enter in the Applicant’s details (including the Applicant’s name, email address and phone number);
  - 18.2.3 enter in the details of the address to which the Paper Certificate should be delivered;
  - 18.2.4 check the information entered carefully before confirming it. All errors should be checked and corrected prior to submission. Once your form is submitted we will begin processing it immediately based on the information that you have provided; and
  - 18.2.5 review these T&Cs and provide your consent to be bound by the same by ticking where indicated.
- 18.3 Please click the “Proceed to payment” button when you are ready to send us your Order and enter your payment information in respect of the fees payable and confirm and submit your payment.
- 18.4 The Confirmation Email and all subsequent communications will be sent to you as the Applicant.
- 18.5 **If the Applicant is resident in the UK or European Union, they acknowledge and agree that a Paper Certificate is a bespoke product, which is personalised with the Candidate’s details and according to the Regulation (as defined in clause 7.1), consumer cancellation rights under clause 7 are exempted from such Order and the applicable Contract cannot be cancelled. As such, there are no refunds available in respect of Orders for Paper Certificates.**

#### **P4P Services and data protection**

- 18.6 In relation to the P4P Services, we are the data controller and will collect and use the personal information of the Candidate and the Applicant, including their name, contact information, the delivery address and any other details provided with the Order in accordance with our [privacy statement](#). We will primarily use this personal information in order to provide you with a Paper Certificate and to update the Account of the Candidate and the Applicant. Where you are not located in the EEA or the UK, you consent to our collection and use of your personal information as set out in our [privacy statement](#) and in these T&Cs. You can exercise your rights of access, rectification, erasure, restriction of processing and portability by sending your request to the following e-mail address [dpo@trinitycollege.com](mailto:dpo@trinitycollege.com). More information about how we process personal information can be found in our [privacy statement](#). Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws, (ii) agree to inform such individuals (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our [privacy statement](#) to their attention. In particular, where the Candidate and the Applicant are not the same person, you agree to inform the Candidate that their personal information is being provided to us and bring our [privacy statement](#) to their attention.
19. ***[Intentionally not used]***
20. **Skill Up! App Services**

- 20.1 The Skill Up! App Services (and this clause 20) apply to Business Users only and is currently only available to be purchased by Business Users located in Italy, Spain, Portugal and Argentina. Trinity has contracted with a Trinity Partner, Astrid Education AB (a company registered in Sweden, under registration number 559243-1364), the primary business address of which is at Malmskillnadsgatan 32, 111 51 Stockholm, Sweden) ("**Astrid**"), to provide the Trinity Partner Platform for the Skill Up! App Services.
- 20.2 The Skill Up! App Services allow you to order and purchase Astrid's AI-driven English Language learning app and associated browser dashboards which you may then supply to your end-users (together the "**Skill Up! App**"). You may order the Skill Up! App Services in accordance with clause 4. For the avoidance of doubt, whilst we procure your access to the Skill Up! App (which may also contain Trinity branding) as part of the Skill Up! App Services, we do not provide the Skill Up! App, nor the services related to use of the Skill Up! App which are all provided by Astrid. Astrid has its own [terms](#) that apply to you and the end-users of the Skill Up! App.
- 20.3 Accordingly, if you use the Skill Up! App (and its related services), you are fully responsible for ensuring that you (and your teachers, students, parents, legal guardians and all other end-users of the Skill Up! App) agree to, and comply with, any terms and conditions of Astrid (including, but not limited to, any EULA) related to its provision of the related services.
- 20.4 You may express your interest in purchasing the Skill Up! App Services using the online form on our Platform for this purpose. We will then contact you by email with a link to the form online that you must complete and submit in order to submit an Order to purchase the Skill Up! App Services. Where you are a registered exam centre with Trinity or are otherwise eligible for a discount, Trinity will specify in this email to you the discounted price at which you may purchase the Skill Up! App Services. By submitting your Order, you agree to purchase the Skill Up! App Services at the discounted price set out in Trinity's email to you, and where no discounted fee is specified in this email, you agree to purchase the Skill Up! App Services at the price listed on the Platform. The fees and prices for the Skill Up! App Services as listed on the Platform or provided to you in an email by Trinity are inclusive of VAT.
- 20.5 When filling in the form to place an Order, you will be prompted to enter in information including details of your school or centre, the name, surname, email address/mobile number and role of the administrative person from your school or centre responsible for the purchase of the Skill Up! App Services, the names and email address of all teachers who will use the Skill Up! App Services and Skill Up! App as well as the number of students who will use the Skill Up! App Services and Skill Up! App, and the details of any grant or funding used to purchase the Skill Up! App Services. Once you have filled in the form to purchase the Skill Up! App Services, you will be prompted to provide your consent to these T&Cs by ticking where indicated. We will then send you a Confirmation Email as well as an invoice for payment of the fee for the Skill Up! App Services ordered.
- 20.6 Once you have paid us the fee in accordance with the invoice, we will send you the credentials and details required for each teacher listed in your Order to access the teacher dashboard of the Skill Up! App as well as for each teacher to add their students to their Skill Up! App account. Where students are under 18 years of age, the teachers are required to enter in parent contact information in order for the parents to be invited to register and log into the Skill Up! App. Teachers and parents/students can download the Astrid app (called 'Astrid Junior') from the Apple App Store or Google Play and on logging in with the credentials provided to them will obtain access to the Trinity-specific Skill Up! App.

#### **Skill Up! App Services and data protection**

- 20.7 In relation to the Skill Up! App Services, we are the data controller and will collect and use the personal information of the administrative person from your school or centre responsible for the purchase of the Skill Up! App Services as well as the teacher and parents/students using the Skill Up! App Services and the Skill Up! App, including, as applicable, their name, contact information, scoring,

analysis and assessment data, voice recordings (where this feature is used), other activities within the application such as book content and time stamps and any other details provided with the Order in accordance with our privacy statement. We will primarily use this personal information in order to provide you and your teachers and students with the Skill Up! App Services. More information about how we process personal information can be found in our [privacy statement](#). Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws, (ii) agree to inform such individuals (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our [privacy statement](#) to their attention. In particular, you agree to inform the administrative person from your school or centre, the teachers and the parents/students that their personal information is being provided to us and bring our privacy statement to their attention.

## 21. **Digital Music Theory Exam Services**

- 21.1 The Digital Music Theory Exam Services allow you to order, purchase and undertake digital music theory exams (“**Digital Music Theory Exams**”), which you may order in accordance with clause 4.
- 21.2 Trinity has contracted with a Trinity Partner, Music Education Technologies Limited (a company registered in England and Wales, under registration number 08615775, the registered office of which is 121 Chatham Road, London, England, SW11 6HJ) to provide a Trinity Partner Platform for the Digital Music Theory Exam Services and to facilitate payments for the Digital Music Theory Exam Services.
- 21.3 The Digital Music Theory Exam Services are available to Consumers and Business Users. When we refer to the “**Digital Music Theory Applicant**”, we mean you, the person booking a digital music theory exam (a “**Digital Music Theory Exam**”) via the Trinity Partner Platform.
- 21.4 The person who takes the Digital Music Theory Exam is the exam candidate (the “**Digital Music Theory Candidate**”). If the Digital Music Theory Candidate is 18 years of age or older, they may also be the Digital Music Theory Applicant.
- 21.5 By booking a Digital Music Theory Exam through the Trinity Partner Platform, 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. When you book a Digital Music Theory Exam, Trinity’s [policies](#) and certain other Trinity terms may also apply such as our [privacy statement](#). Where you are not also the Digital Music Theory Candidate, you agree to: (1) bring these T&Cs, our [rules and regulations](#), our [privacy statement](#) and Trinity’s policies to the attention of the Digital Music Theory Candidate or, where the Digital Music Theory Candidate is under 18 years of age, such Digital Music Theory Candidate’s parent or legal guardian; and (2) to ensure that the Digital Music Theory Candidate also complies with them where relevant.

### **Digital Music Theory Exam Services - booking a Digital Music Theory Exam**

- 21.6 Consumer Digital Music Theory Exam bookings: You (as the Digital Music Theory Applicant) must be 18 years of age or older in order to book a Digital Music Theory Exam via our Trinity Partner Platform. You must also open an Account prior to paying for your first Digital Music Theory 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 20). 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 Digital Music Theory Exam on their behalf and such parent or legal guardian or person acting with their parent or legal guardian’s consent will be the Digital Music Theory Applicant and the contracting party for the purposes of contract.
- 21.7 Business User Music Theory Exam bookings: Where you are a Business User (including a teacher acting in the course of their job or business in booking 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. You must be above 18 years or older to book a Digital Music Theory Exam via our Trinity Partner Platform even where you are acting as a Business User. You must also open an Account prior to paying for your first Digital Music Theory Exam booking.

- 21.8 Process for all Digital Music Theory Exam bookings (Consumers and Business Users): In order to book the Digital Music Theory Exam, you must fill in the application form (the “**Digital Music Theory Exam Form**”) on the Trinity Partner Platform which will require you to follow the prompts that will appear on-screen to:
- 21.8.1 select your country, region, and the Digital Music Theory Exam grade you intend to book;
  - 21.8.2 enter the requested information, which will include: (i) each Digital Music Theory Candidate’s first name and last name, date of birth, gender and email address (which, where the Digital Music Theory Candidate is under 18 years of age, should be the email address of their parent or legal guardian), the Digital Music Theory Candidate’s Unique Learner Number (ULN) (optional field), any special educational needs they might have and any additional information provided; and (ii) the Digital Music Theory Applicant’s first name, last name, postal address, email address, phone number and, in India, PAN number;
  - 21.8.3 check the information entered into the Digital Music Theory Exam 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 Digital Music Theory Exam Form is submitted we will begin processing it immediately based on the information that you have provided;
  - 21.8.4 review these T&Cs and provide your consent to be bound by the same by ticking where indicated;
  - 21.8.5 click the “Proceed to payment” button when you are ready to send us your Digital Music Theory Exam Form; and
  - 21.8.6 enter your payment information in respect of the Digital Music Theory Entry Fee (Defined below) and confirm and submit your payment.
- 21.9 Where you already have an Account, you may not be prompted or required to fill some of the above details in the Digital Music Theory Exam Form as this information will have already been provided to us from the details held in your Account.
- 21.10 Where you are booking a Digital Music Theory Exam without having previously set up an Account, you will be prompted to set up an Account prior to entering your payment information in respect of the Digital Music Theory Entry Fee. Clause 9 has further details concerning opening an Account.
- 21.11 You are responsible for and must ensure that the details you provide in the Digital Music Theory Exam Form are accurate, complete and up-to-date. The Digital Music Theory Candidate will only be able to take the Digital Music Theory Exam that you have made the booking for. You cannot change the grade of Digital Music Theory Exam booked at a later date via the Trinity Partner Platform and will need to submit a new Digital Music Theory Exam Form and make a new booking if a change in the grade of Digital Music Theory 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 Digital Music Theory Candidate(s), or where a Digital Music Theory Candidate is under 18 years of age, such Digital Music Theory Candidate’s parent or legal guardian, to enter their information into this Digital Music Theory Exam Form and submit the Digital Music Theory Exam Form on their behalf. It is particularly important that the email address entered for the Digital Music Theory Candidate in the Digital Music Theory Exam Form is accurate as this is the email address that will be intrinsically linked to the digital certificate that will be provided to the Digital Music Theory Candidate if they successfully pass their



Digital Music Theory Exam. Where a Digital Music Theory Candidate is under 18 years of age, where indicated in the Digital Music Theory Exam Form, you should provide the email address of the parent or legal guardian for such Digital Music Theory Candidate.

- 21.12 You may check and correct any input errors in your Digital Music Theory Exam Form up until the point at which you submit your Digital Music Theory Exam Form and your payment details to us by clicking on the 'Pay' button on the payment page.
- 21.13 In accordance with the Order process set out at clause 4, following a successful booking of a Digital Music Theory Exam, you will receive your Confirmation Email at the email address that you have provided in the Digital Music Theory Exam Form. A legally binding contract between us will only be formed when we send you this Confirmation Email and each Confirmation Email will incorporate these T&Cs into the Contract. The Contract will relate only to those Digital Music Theory Exam entries that we have confirmed in the Confirmation Email, and after entering into the Contract, we will be under a legal duty to provide the Digital Music Theory Exam to the identified Digital Music Theory Candidate as agreed in the Contract. We will not be obliged to arrange any other exams for you. Where Digital Music Theory Candidate is not the Digital Music Theory Applicant, the Digital Music Theory Applicant shall procure that the Digital Music Theory Candidate complies with the terms and conditions of the applicable Contract.
- 21.14 The Fees for our Digital Music Theory Exams are set out in our [price list](#) (the “**Digital Music Theory Entry Fee**”). If payment of the Digital Music Theory Entry Fee is not made in the currency specified for the country where the Digital Music Theory Candidate intends to take the Digital Music Theory Exam then your Digital Music Theory Exam Form will not be processed and your payment will be rejected and/or returned.
- 21.15 Digital Music Theory Exams booked via the Trinity Partner Platform are currently only available to be taken in the countries [specified](#), and by candidates located in these countries.
- 21.16 Once we have sent you the Confirmation Email, all subsequent communications in relation to the Digital Music Theory Exam will be sent to you; except that communications relating to certification (see clauses 21.22 and 21.23 below), and relating to any other areas we specify, will be sent to the designated Digital Music Theory Candidate (or, where the Digital Music Theory Candidate is under 18 years of age, the Digital Music Theory Candidate’s parent or legal guardian).
- 21.17 Trinity retains the right to amend or cancel a Digital Music Theory Exam at any time for legal, operational or commercial reasons. Clauses 21.18 to 21.20 below set out your related rights to a refund.

#### **Digital Music Theory Exam Services - our refunds policy for cancellations**

- 21.18 Please refer to clause 7. If you are a Consumer resident in the UK or European Union, you may cancel a Contract for a Digital Music Theory Exam Service within the Cooling Off Period in accordance with the terms of clause 7 and you may receive a refund, but this is subject to our right to retain a reasonable portion of the Digital Music Theory Entry Fee to reflect the work undertaken by us up to the point of cancellation. If you cancel after the Cooling Off Period, we will not offer any refund.
- 21.19 We have extended the right to cancel a Contract for a Digital Music Theory Exam Service during the Cooling Off in accordance with clause 7 to any booking of Digital Music Theory Exams via the Trinity Partner Platform for Business Users and Consumers resident outside the UK and European Union.
- 21.20 If we cancel the Digital Music Theory Exam to which your Confirmation Email relates, we will refund the full Digital Music Theory Entry Fee that you have paid in relation to such Digital Music Theory Exam or contract and will process the refund due to you as soon as possible.

#### **Digital Music Theory Exam Services – assessment and certification**

- 21.21 Once the Digital Music Theory Exam has been submitted to Trinity via the submission platform, the Digital Music Theory Candidate's Digital Music Theory Exam will be marked. Following the marking of the Digital Music Theory Exam, the exam results will be made available to the Digital Music Theory Exam Candidate.
- 21.22 If the result of the Digital Music Theory Exam is a pass or above, a digital certificate will be issued in the Digital Music Theory Candidate's name. This digital certificate will be linked with the email address that you provided for the Digital Music Theory Candidate in the Digital Music Theory Exam Form (and, where the Digital Music Theory Candidate is under 18 years of age, this would have been the email address for the Digital Music Theory Candidate's parent or legal guardian) so please ensure that this email address is accurately provided. The Digital Music Theory Candidate (or, where the Digital Music Theory Candidate is under 18 years of age, their parent or legal guardian) will be sent an email with a weblink to the Digital Music Theory Candidate's digital certificate available through a service provided by a Trinity Partner, Accredible. This email will also provide further instructions on how the Digital Music Theory Candidate can access their digital certificate.
- 21.23 Accredible may offer the Digital Music Theory Candidate (or, where the Digital Music Theory 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 Digital Music Theory Candidate (or, where the Digital Music Theory 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 Digital Music Theory Candidate (or, where the Digital Music Theory 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 Digital Music Theory Candidate (or, where the Digital Music Theory Candidate is under 18 years of age, their parent or legal guardian) in relation to this account with Accredible.
- 21.24 We will not tolerate any cheating, unfair practice or breach of Trinity's rules and regulations by any users of the Platform, a Trinity Partner Platform, or the Services. Digital Music Theory Candidates found to have committed any such conduct will, at Trinity's discretion, be disqualified. Where Digital Music Theory Applicants are found to have committed or colluded with such conduct, the affected Digital Music Theory 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.

#### **Digital Music Theory Exam Services - intellectual property**

- 21.25 You and/or the Digital Music Theory Candidate (as appropriate) retain the intellectual property rights that you and/or the Digital Music Theory Candidate own in relation to the responses to the Digital Music Theory Exam questions. By submitting the Digital Music Theory Exam responses to Trinity, you and/or the Digital Music Theory 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 Digital Music Theory Exam responses, in whole or in part and/or to incorporate them 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). This licence shall not lapse if we have not exercised our rights under this licence for any period of time. Where you are not the Digital Music Theory Candidate, you confirm that you have procured that the Digital Music Theory Candidate provides the right and licence to Trinity as set out in the preceding sentence.

#### **Digital Music Theory Exam Services – data protection**

- 21.26 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) and the Applicant, including their name, contact information and any other details entered into the Exam Form or via an Account, in accordance with our [privacy statement](#). We will primarily use this personal information in order to enable you to open and manage an Account, book the Exam, for Candidate to sit the exam, for the Candidate's performance in the exam to be assessed as part of the Exam process and for the Candidate's exam report and certificate to be distributed. Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws, (ii) agree to inform such individuals (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our privacy statement to their attention. In particular, you agree to inform the Candidate that their personal information is being provided to us and bring our privacy statement to their attention.
- 21.27 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 Accredible, who we have contracted with as a processor for the purpose of providing the Candidate with a digital certificate. Accredible acts as our 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.
- 21.28 You can exercise your rights of access, rectification, erasure, restriction of processing and portability by sending your request to the following e-mail address [dpo@trinitycollege.com](mailto:dpo@trinitycollege.com). More information about how we process personal information can be found in our [privacy statement](#). If you 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](mailto:dpo@trinitycollege.com).

## 22. **Notelab Services**

- 22.1 Notelab Services are available to Consumers and Business Users and are available free of charge. You must be 18 years or older in order to access and use Notelab Services. Notelab Services are currently available only to users in the UK.
- 22.2 You will receive an invitation from Trinity by email inviting you to sign-up for Notelab Services with a link to the form online that you must complete and submit in order to open an Account (see clause 9 in relation to the terms applicable to Accounts) and to sign-up for Notelab Services. When filling in the form you will be prompted to enter in information including your name, email address and the

country that you are located in. We will then send you an email confirming that your account has been set up and that you have access to the Notelab Services. Once your access has been confirmed, you can add the names and email addresses of your students who will then be sent an invitation via Notelab Services to join Notelab Services and with a link to the form online that they need to complete and submit in order to open an Account (see clause 9 in relation to the terms applicable to Accounts) and sign-up to use Notelab Services. Where your student is under 18 years of age, you must add the email address of their parent or legal guardian in place of your student's email address and must also provide us with the name of the student's parent. You will receive a notification when your student (or their parent or legal guardian on their behalf) has accepted this invitation.

22.3 Notelab Services is intended to be used by individuals above 18 years of age only. Any use of Notelab Services by a minor is subject to the permission of their parent or legal guardian. Please note Clauses 2.10 to 2.12 in relation to User Generated Content and Interactive Services that comprise Notelab Services. We advise parents who permit their children to use Notelab Services that it is important that they communicate with their children about their safety online. Minors who are using Notelab Services should be made aware of the potential risks to them. If you have any concerns or questions in relation to the Notelab Services or any User Generated Content present on the Notelab Services, please contact us using the details set out in clause 27 or alternatively by emailing [notelab@trinitycollege.com](mailto:notelab@trinitycollege.com). To facilitate online safety, Notelab Services also provides you with a clear and easy way within Notelab Services itself to report any concerns or raise questions. You can also raise a complaint in accordance with our [Complaints Procedure](#).

22.4 . The lesson plan generator functionality ("**Lesson Plan Generator**") within Notelab Services utilises the generative artificial intelligence tool Chat GPT provided by OpenAI, L.L.C. ("**Open AI**"), a Delaware company with its registered office at 3180 18th Street, San Francisco, California 94110, United States and company number 7063675. The lesson plan provided to you (the "**Lesson Plan**") is produced by the Lesson Plan Generator using Chat GPT. Given the nature of generative artificial intelligence, neither Trinity nor its licensors, suppliers or Trinity Partners, make any representations or warranties in relation to the content contained in, generated by, or accessed through Chat GPT and the Lesson Plan. Subject to clause 8 of these T&Cs, to the fullest extent allowed by applicable law, the Lesson Plan is provided to you within Notelab Services on an 'as-is' basis, without warranties of any kind, either express or implied, including, without limitation, warranties in relation to the accuracy or appropriateness of the Lesson Plan and in relation to non-infringement (such as of intellectual property rights, privacy rights or rights of personality). Whether you are a Business User or a Consumer, Notelab Services and the Lesson Plan is intended for your individual or personal use for educational purposes only, and is not intended to generate content for broad-based publication. By using Notelab Services, you agree that your use of Notelab Services and the Lesson Plan will accord with this intention. You also agree to comply with Open AI's [Usage Policy](#). You agree that it is your responsibility to review the Lesson Plan and check the contents of the Lesson Plan with reputable sources as appropriate, prior to using or sharing the Lesson Plan. You may choose to share the Lesson Plan generated via the Lesson Plan Generator for any legal, personal and non-commercial purpose, under the following conditions: (i) the role of artificial intelligence in formulating the Lesson Plan is clearly and prominently disclosed; (ii) any changes that you have made to the Lesson Plan is attributed to you; and (iii) you review the Lesson Plan to ensure its appropriateness and suitability and compliance with these T&Cs. Where you make additions or changes to the Lesson Plan, you retain the intellectual property rights in your additions or changes and grant us a royalty-free, worldwide, non-exclusive, perpetual and irrevocable right and licence to use, reproduce, modify, adapt, publish, display, translate, transfer and distribute your changes or additions in whole or in part and/or to incorporate your changes or additions 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, the development of Notelab Services, the Lesson Plan Generator and other products, and for training, standardisation, market support and research purposes.

### **Notelab Services and data protection**

- 22.5 In relation to the Notelab Services, we are the data controller and will collect and use the personal information of the teacher and the parents/students using the Notelab Services, including, as applicable, their name, email address, user ID, user avatar (photo URL) and personal information within any User Generated Content created, submitted and used within the Notelab Services in accordance with our privacy statement. We will primarily use this personal information in order to provide teachers and parents/students with the Notelab Services. No personal data is shared with Chat GPT or Open AI. You can exercise your rights of access, rectification, erasure, restriction of processing and portability by sending your request to the following e-mail address [dpo@trinitycollege.com](mailto:dpo@trinitycollege.com). More information about how we process personal information can be found in our privacy statement. Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws, (ii) agree to inform such individuals (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our privacy statement to their attention. In particular, you agree to inform the parents/students that their personal information is being provided to us and bring our privacy statement to their attention.

### **PART 3: GENERAL TERMS**

#### **23. Your breach of these T&Cs**

- 23.1 If you materially or persistently breach any of these T&Cs, we may immediately do any or all of the following (without limitation):
- 23.1.1 issue a warning to you;
  - 23.1.2 temporarily or permanently remove any User Generated Content uploaded by you to the Platform (or procure removal from a Trinity Partner Platform);
  - 23.1.3 temporarily or permanently withdraw your right to use the Platform (or procure the withdrawal of your right to use a Trinity Partner Platform);
  - 23.1.4 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
  - 23.1.5 take further legal action against you;
  - 23.1.6 take further action required by applicable laws; and/or
  - 23.1.7 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

#### **24. Changes to these T&Cs**

- 24.1 Whilst the terms applicable to your Order under the applicable Contract will not change (unless we obtain your express consent), we may make updates and changes to these T&Cs from time to time (if, for example, there is a change in the law, or where we have another justified legal, commercial or operational reason that means we need to change these T&Cs).
- 24.2 If we do make changes, we will publish the amended version of the T&Cs on the Platform. Please check these T&Cs regularly to ensure that you understand the T&Cs that apply at the time that you access and use the Platform, Trinity Partner Platforms and/or our Services. If you are a Registered User and do not wish to continue using the Platform or Trinity Partner Platform following the changes to these T&Cs, you can cancel your agreement to these T&Cs without penalty by closing your Account.

#### **25. Liability**

- 25.1 Nothing in these T&Cs excludes or limits our liability for:
- 25.1.1 death, personal injury or damage to health caused by our negligence (or if you are resident in Ireland or Spain, otherwise caused by us);
  - 25.1.2 fraud or fraudulent misrepresentation;
  - 25.1.3 if you are resident in Italy, for gross negligence and wilful misconduct; or
  - 25.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 25.2 The Platform may from time to time contain links to third party websites (which includes the Trinity Partner Platforms). 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 Platform. Unless the link is to a Trinity Partner Platform, such links should not be interpreted as endorsement by us of those linked websites and, save as set out in clause 25.1 we will not be liable for any loss or damage that may arise from your use of them.
- 25.3 If you are a Consumer, then:
- 25.3.1 Save as set out in clause 25.1, 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 was an obvious consequence of our breach or if it was contemplated by you and us at the time that the relevant Contract between you and us for became binding, or it is a liability pursuant to applicable laws for which we must be responsible.
  - 25.3.2 Nothing in these T&Cs affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office (or local equivalent body).
  - 25.3.3 You agree not to use the Platform or any Trinity Partner Platform, or any content on the Platform or Trinity Partner Platform, 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.
- 25.4 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 £100.
- 25.5 If you are a Business User, then:
- 25.5.1 Subject to clause 25.1, in no event shall we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise.
  - 25.5.2 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 £100.
  - 25.5.3 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 your breach of these T&Cs.
26. **Events outside of our control**

- 26.1 We will not be liable to you if we, or a Trinity Partner, are unable to perform the Services by reason of a Force Majeure Event (as defined below).
- 26.2 Save as set out in clause 25.1, 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 which prevents, hinders or delays performance of the Services and includes in particular (without limitation) the following: strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government and pandemic or epidemic.
- 26.3 Our performance (or a Trinity Partner’s 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.
27. **Contact, notices, communications, and (in respect of India) points of contact**
- 27.1 If you have any questions, complaints or comments concerning the Services or these T&Cs (including if you encounter any technical difficulties) please contact us at [ukandireland@trinitycollege.com](mailto:ukandireland@trinitycollege.com) if you are located in the UK or, if you are located outside of the UK, by filling in the ‘Contact us’ form for ‘Other enquiries’ available at <https://www.trinitycollege.com/contact>.
- 27.2 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Services via the Platform or any Trinity Partner Platform, you accept that communication with us will be mainly electronic. We will contact you (and if applicable, any submitter and the candidate) by e-mail or provide information by posting notices on our pages that form a part of the Services. 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.
- 27.3 All contractual or legal notices given by you to us must be given to Trinity at [ukandireland@trinitycollege.com](mailto:ukandireland@trinitycollege.com) if you are located in the UK or, if you are located outside of the UK, by filling in the ‘Contact us’ form for ‘Other enquiries’ available at <https://www.trinitycollege.com/contact>. We may give notice to you at the e-mail or postal address you provide to us. 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.
- 27.4 This clause 27.4 applies only if you are resident in India: Our point of contact responsible for ensuring compliance with the Consumer Protection (E-Commerce) Rules 2020 is Ms Adarika Ghose, Head – Corporate Compliance & Legal, Acquisory, [adarika.ghose@acquisory.com](mailto:adarika.ghose@acquisory.com)
- 27.5 This clause 27.5 applies only if you are resident in India: If you have a grievance, you may address these with our Grievance Officer, Sultana Khanum, Head of Customer Service, [complaints@trinitycollege.com](mailto:complaints@trinitycollege.com). The Grievance Officer will address any grievance in a timely manner, and in any case within 30 days of receipt.
28. **Transfer of rights**

28.1 This clause 28.1 only applies if you are a Consumer. We may transfer our rights and obligations under these T&Cs to another organisation upon reasonable notice to you provided that such transfer will not materially affect the Services, or 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.

28.2 This clause 28.2 only applies if you are a Business User. 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.

## 29. **Data protection**

29.1 This clause only applies if you are a Business User.

29.2 In this clause 29, unless otherwise specifically indicated, the following definitions apply:

**'Adequate'** means being covered by the UK's 'adequacy regulations' and being successfully assessed by the UK in law as providing 'adequate' protection for individuals' rights and freedoms for their personal data;

**'Agreed Purposes'** means the transfer and processing of personal data connection with the promotion, delivery and award of Trinity qualifications and Trinity Services or products;

**'controller'**, means the person who, alone or jointly with others, determines the purposes for which and the manner in which any personal data is processed;

**'Data Protection Laws'** means all applicable laws and regulations in force from time to time governing the use or processing of personal data, including (where applicable) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the GDPR as it forms part of the law of England, Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments) etc (EU Exit) Regulations 2019 (as amended) (also known as the UK GDPR), the Privacy and Electronic Communications (EC Directive) 2003, the Investigatory Powers Act 2016 and the Investigatory Powers (Interception by Businesses etc. for Monitoring and Record-keeping Purposes) Regulations 2018 in each case, as amended, re-enacted, consolidated, revised or replaced from time to time; and (ii) all other applicable laws and regulations relating to the processing of personal data and privacy, all as amended, extended, re-enacted or replaced from time to time;

**'Data Security Breach'** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Trinity Data;

**'EU Standard Contractual Clauses'** means the Commission Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, including the text from module one and not including any of the clauses marked optional;

**'Permitted Recipients'** means the you and us, the employees of each of you and us and any third party engaged from time to time to perform obligations in connection with these T&Cs;

**'data subject', 'personal data', 'processing' and 'appropriate technical and organisational measures'** have the meaning set out in the Data Protections Laws in force at the time;

**'Trinity Data'** means all data (including any personal data) relating to individuals including any personal data, documents, or text which either Trinity or you generates, processes, stores or transmits pursuant to these T&Cs; and



**'UK Standard Contractual Clauses'** means the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022.

- 29.3 Trinity and you agree that the data management and data protection provisions set out in any REC Contract between Trinity and you shall apply to the processing of any Trinity Data in connection with these T&Cs. In addition, this clause 29 sets out the framework for the sharing of personal data between you and us. You agree that Trinity and you are independent data controllers of Trinity Data under Data Protection Laws.
- 29.4 Each of Trinity and you shall ensure that it complies with the Data Protection Laws and all other applicable national data protection laws at all times in connection with these T&Cs. Any material breach of the Data Protection Laws by you, will, if not remedied within 30 days of written notice from either Trinity or the applicable data processing authority in the UK or the EEA, give grounds to Trinity to terminate our Contract with you with immediate effect.
- 29.5 You shall, in respect of any personal data, including Trinity Data, ensure that your privacy notices are clear and provide sufficient information to the relevant individuals for them to understand which of their personal data will be shared by you with us, the purpose of sharing their personal data and the identity of Trinity. This includes notice that, on the termination of the Contract between us, personal data relating to them may be retained by, or as the case may be, transferred to us or one or more of the Permitted Recipients, their successors and assignees. You shall also provide such individuals with a copy of our [privacy statement](#). You shall also ensure that you have the right to provide us with individuals' personal information and do so in compliance with applicable data protection laws.
- 29.6 Trinity and you each agree to:
- 29.6.1 ensure appropriate technical and organisational measures are in place, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage, to personal data;
  - 29.6.2 provide the other with such reasonable cooperation and assistance as is necessary to enable the other to comply with its obligations as a controller in respect of Trinity Data, including to enable each other to comply with the rights of individuals in respect of their personal data and to respond to any other queries or complaints thereof;
  - 29.6.3 have in place policies that must be followed in the event of a Data Security Breach, taking into account the Data Protection Laws and any associated guidance, including any other national data protection laws applicable to a party.
- 29.7 You warrant that your processing of Trinity Data under these T&Cs will not cause Trinity to be in breach of applicable Data Protection Laws and that the Trinity Data provided by you to us can lawfully be processed in the manner as contemplated by us in these T&Cs and our [privacy statement](#).
- 29.8 Whenever you import personal data from us in connection with these T&Cs, the REC Contract (where relevant) and more generally and process it outside the UK in a country whose legal framework is not considered Adequate or, if we transfer personal data to you in connection with these T&Cs, the REC Contract (where relevant) or more generally and you are located outside the UK in a country whose legal framework is not considered Adequate, appropriate safeguards are required to be in place to protect the rights of individuals whose personal data is to be transferred. Accordingly, where personal data is transferred from Trinity to you under these T&Cs, the REC Contract (where relevant) or more generally, Trinity and you agree to comply at all times with the provisions set out in clauses 29.9 and 29.10 below. For the avoidance of doubt, the standard contractual clauses incorporated into these T&Cs through clauses 29.9 and 29.10 below shall replace and supersede any standard contractual clauses previously entered into between Trinity College London and you in relation to the transfer of the personal data of individuals from Trinity College London to you.

- 29.9 Trinity and you acknowledge that in connection with these T&Cs or in relation to the REC Contract, Trinity may transfer personal data relating to individuals to you either via the Platform or a Trinity Partner Platform or more generally. As such, Trinity and you agree to comply with the obligations as set out in the UK Standard Contractual Clauses as though they were set out in full in these T&Cs, with Trinity being the data exporter and you being the data importer, with Trinity and your (via checking the appropriate box on the Platform or the Exam Form) agreement to these T&Cs being deemed to be the signature of the UK Standard Contractual Clauses, the date of your checking the appropriate box on the Platform or the Exam Form being deemed to be the date of the UK Standard Contractual Clauses and with the Annexes to the UK Standard Contractual Clauses being as set out in Schedule 1 to this clause 29. As permitted by clause 17 of the UK Standard Contractual Clauses, the parties agree to change the format of the information set out in Part 1 of the UK Standard Contractual Clauses so that:
- 29.9.1 the details of the parties in table 1 of the UK Standard Contractual Clauses shall be as set out in Schedule 1 to this clause 29 with no requirement for signature;
  - 29.9.2 for the purposes of table 2 of the UK Standard Contractual Clauses, the UK addendum shall be appended to the EU Standard Contractual Clauses (including the selection of modules and disapplication of clauses as noted in the definition of EU Standard Contractual Clauses); and
  - 29.9.3 the appendix information listed in table 3 of the UK Standard Contractual Clauses is set out in Schedule 1 to this clause 29.
- 29.10 For the avoidance of doubt, the UK Standard Contractual Clauses are the data transfer agreement referenced in the data protection and data management provisions of any REC Contract between Trinity and you and clause 29.9 replaces any reference in the REC Contract between Trinity and you to reliance on consent for data transfers to countries that are not Adequate in connection with any transfers under these Terms and Conditions.

#### **Schedule 1 to Clause 29**

#### **ANNEXES TO THE STANDARD CONTRACTUAL CLAUSES**

##### **Annex I**

##### **A: LIST OF PARTIES**

##### **Data exporter(s):**

1. Name: Trinity College London

Address: Blue Fin Building, 110 Southwark Street, London SE1 0TA

Official registration number (if any): registered charity with registration numbers 1014792 (England and Wales) and SC 049143 (Scotland) and company registration number 02683033 in England

Contact person's name, position and contact details, including details of the DPO, if different: Data Protection Officer, dpo@trinitycollege.com

Activities relevant to the data transferred under these Clauses: Trinity's obligations and the activities as required by or set out in your REC Contract and in these T&Cs.

Signature and date: As per the date of your checking the appropriate box on the Platform or the Exam Form

Role (controller/processor): controller

##### **Data importer(s):**

2. Name: You

Address: As set out in your REC Contract or as provided in the Form.

Official registration number (if any): As set out in your REC Contract or as recorded on the Platform, your Account or in the Form.

Contact person's name, position and contact details: As set out in your REC Contract or as recorded on the Platform, your Account or in the Form.

Activities relevant to the data transferred under these Clauses: The 'Exam Services' and any other activities as set out in or required by your REC Contract or these T&Cs.

Signature and date: As per the date of your checking the appropriate box on the Platform or the Exam Form

Role (controller/processor): controller

**B: DESCRIPTION OF TRANSFER**

**MODULE ONE: CONTROLLER TO CONTROLLER**

***Categories of data subjects whose personal data is transferred:***

Candidates

Applicants

Candidates'/applicants' parents or legal guardians

Teachers

Examiners/panel members

Invigilators/proctors

Local or centre representatives

Trinity staff and business contacts

***Categories of personal data transferred:***

The personal data transferred concern the following categories of data:

**Candidates:**

Personal data may include name, age, gender, candidate number, assessment marks, results and awards, written scripts, recordings of exam performances, postal address, email address and contact details, date of birth, first language spoken at home, level of education, sensitive personal data about the data subject's health, disabilities and special educational needs, details about their personal circumstances, banking details, parent/guardian name, ID document details and any other details as set out in these T&Cs or in the Exam Form or on the Platform.

**Parents/legal guardians, applicants, teachers, local or centre representatives, Trinity staff and business contacts:**

Personal data may include name, address and contact details including email address.

**Examiners/panel members, Invigilators/proctors:**

Personal data may include name, address, contact details and ID document details

***Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures***

In relation to candidates, sensitive personal data about the data subject's health, disabilities and special educational needs. All the above mentioned restrictions and/or safeguards.

***Frequency of transfer (e.g. whether on a one-off or continuous basis):***

Continuous basis in relation to the REC Contract or specific Contracts under these T&Cs.

***Nature of the processing/ processing operations:***

The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), etc.

***Purpose(s) of the data transfer and further processing:***

The transfer is made for the following purposes:

For the delivery of Exams and other Trinity qualifications, Services and products, the award of Trinity qualifications, the administration of the contractual relationship between Trinity and Trinity Partners, and the provision of Services to you, to Candidates, their parents/legal guardians, their teachers and any other representative or agent.

***The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:***

For only as long as the personal data is required. From the commencement date of the REC Contract or a Contract under these T&Cs until one (1) year after the earlier of the termination date of the REC Contract or a Contract under these T&Cs.

***For transfers to (sub-) processors, the subject matter, nature and duration of the processing:***

As set out in the Schedule 1

**30. General**

- 30.1 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.
- 30.2 A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these T&Cs will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 30.3 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.
- 30.4 No person or organisation, other than Trinity and you, has any rights under or in connection with these T&Cs.
- 30.5 If you are a Business User, 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 we have 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 Business User 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 clause shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

**31. Governing law and jurisdiction**

- 31.1 These T&Cs are governed by the laws of England and Wales. This means that your access to and use of the Platform or Trinity Partner Platform, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.
- 31.2 If you are a Business User, you and we irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these T&Cs or its subject matter or formation.
- 31.3 If you are a Consumer and we direct the Platform or Trinity Partner Platform to your country of residence:
- 31.4 you may bring any dispute which may arise under these T&Cs to, at your discretion, either the competent court of England, or to the competent body or court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State, which courts are (with the exclusion of any other court) competent to settle any such a dispute; and
- 31.5 we will bring any dispute which may arise under these T&Cs to the competent body or court of your country of habitual residence if this is within the UK or is an EU Member State or otherwise the competent court of England.
- 31.6 If you are a Consumer and are resident in the UK or the European Union and we direct the Platform, Trinity Partner Platform or our Services to (and/or pursue our commercial or professional activities in relation to the Platform, Trinity Partner Platform or our Services in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these T&Cs, including clause 31.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

Effective date: 23 August 2024

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