

# Refunds Policy

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# Refunds Policy

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## Overview

This document sets out the policy governing scenarios in which Customers wish to cancel orders for exam services and request refunds from Trinity College London

## Aims of the Policy

To outline the scenarios in which Trinity will grant refunds, pursuant to Customer cancellation requests and the relevant rules and obligations on both Trinity and our Customers.

## Scope

This policy applies to:

- Trinity;
- Business Customers; and
- Consumers.

This policy applies to the following exam types:

- DGD Exams;
- Digital Music Theory Exams;
- ISE Digital Exams;
- In-person Exams;
- Synchronous VC Exams;
- Paper Exams;
- ISE (SELT); and
- GESE (SELT).

It applies only to scenarios where a refund request has been initiated by a Customer wishing to cancel an order of an exam. Scenarios in which Trinity will pay refunds for other reasons (such as Trinity cancellations of exams) are covered by our [Terms and Conditions](#).

It does not apply to physical products or non-exam products/services (which are covered by our [Terms and Conditions](#)).

It does not provide a Customer with additional refund rights where Trinity has made a discretionary offer of a free or discounted exam re-sit to a Customer, and the Customer has accepted this.

It does not affect a Consumer's statutory rights.

## Definitions

**Business Customers:** our customers who purchase our services in the course of their trade, business, craft or profession;

**Cooling-Off Period:** 14 calendar days from Contract Formation (so, if Trinity confirms the booking on 1 January, the Cooling-Off Period ends at the end of 15 January);

**Consumers:** our customers who purchase our services for purposes that are wholly or mainly outside their trade, business, craft or profession;

**Contract:** the contract for the provision of exam services from Trinity to the Customer;

**Contract Formation:** the point at which the Contract is formed. For orders placed online, this is the point at which Trinity sends a confirmation email to the Customer confirming their order.

**Customers:** Business Customers and/or Consumers

**DGD Exams:** digital grades and diplomas;

**Digital Music Theory Exams:** digital music theory exams;

**In-person Exams:** exams held in-person, with an examiner physically present in the room;

**ISE Digital Exams:** 'Integrated Skills in English' digital exams;

**Merchant of Record:** a reseller or 'merchant of record' which facilitates transaction with Trinity (such as 2 Checkout/Verifone);

**Paper Exams:** paper-based exams;

**Provisioning Date:** this date varies depending on the exam type (see the table in paragraph 4 of the Policy, below). It is a date at which Trinity has made substantive arrangements for the exam to take place;

**SELT:** secure English language tests;

**Synchronous VC Exams:** synchronous video-conferencing exams (such as VC GESE);

**Trinity, we, us:** Trinity College London. Trinity group companies are not included in this definition.

### Risks and consequences of breach

For Trinity and Trinity personnel: legal, regulatory and/or disciplinary action.

For customers: loss / diminution of refund rights.

### Policy

1. Should a Customer wish to cancel the Contract after Contract Formation, they must inform Trinity of this by making a clear statement. This can be done in a number of ways including:

- a. Emailing [support@trinitycollege.com](mailto:support@trinitycollege.com) if the Customer is located in the UK;
- b. Filling in the 'Contact us' form for 'Other Enquiries' available at <https://www.trinitycollege.com/contact> if the Customer is located outside the UK,

(in both cases, forwarding on their confirmation email and informing us of their decision to cancel the Contract. The Customer may use the model cancellation form in Appendix 1 but is not required to do so); and

- c. Clicking the 'Refund' button within My Trinity.

2. By placing an order, the Customer is requesting that Trinity start delivering the exam services during the Cooling-Off Period. Depending on the exam type, the exam services include:

- a. Processing of candidate order and details;
- b. Inclusion of candidate in candidate lists;
- c. Registration of the candidate on a third-party assessment platform (digital exams);
- d. Registration of the candidate on a third-party exam submission platform (digital exams);
- e. Ordering, printing and couriering of exam papers and materials (paper exams);
- f. Finalisation of exam timetables;
- g. Allocation of examiners, invigilators and other personnel;
- h. Examiner itinerary and travel booked and finalised;
- i. Exam premises booked and finalised;
- j. Facilitation of exam; and
- k. Exam marking and certification.

3. By placing an order, the Customer further acknowledges:

- a. That they are not entitled to a refund of the costs of exam services performed prior to the refund request; and
- b. That, at a certain point in delivery of the services, the Customer's right to cancel is lost and they are not entitled to any refund.

4. Trinity's refund policy varies by exam type and depends on when the cancellation request is made. It is designed to be generous to the Customer in the following ways:

- a. It is based on Consumers' statutory rights, but is extended to Business Customers as well;
- b. It is based on UK statutory rights, but is extended to Customers in all jurisdictions; and
- c. Where a Customer is eligible for a refund (because they are cancelling before the Cut-Off Point), they receive back 100% of the fee.

At the same time, it is designed to reflect the fact that, in those cases where Customers are not entitled to a refund, Trinity has incurred significant cost in:

- preparing to deliver the services;
- delivering the services;
- administration, and otherwise.

The policy is as follows:

| Type of exam  | Refund policy   | Cut-Off Point   | Provisioning Date   |
|---|---|---|---|
| DGD Exams   | Customer receives a refund of 100% of the fee if they cancel before Cut-Off Point; 0% if they cancel after the Cut-Off Point. | The earlier of the expiry of the Cooling-Off Period and the submission of the exam (or submission of the first exam in the case of a B2B booking made for a group of candidates).     | n/a   |
| Digital Music Theory Exams  |   | The earlier of the expiry of the Cooling-Off Period and the commencement of the exam (or commencement of the first exam in the case of a B2B booking made for a group of candidates). |   |
| ISE Digital Exams;<br>ISE (SELT); and<br>GESE (SELT)  |   | The earlier of the expiry of the Cooling-Off Period and the Provisioning Date.  | 3 days before the exam  |
| <u>Business Customers</u><br><br>In-person Exams;<br>Synchronous VC Exams; and<br>Paper Exams |   |   | The enrolment deadline, as communicated to the Business Customer in advance by Trinity (the booking process having been started for examiners, rooms and similar).                        |
| <u>Consumers</u><br><br>In-person Exams;<br>Synchronous VC Exams; and<br>Paper Exams          |   |   | The point at which the Consumer receives their 'appointment slip' (the examiner, rooms and similar having been booked and timetabled); typically 3 weeks before the exam date, in the UK. |

- Where a refund is due in accordance with paragraph 4, Trinity shall reimburse the Customer in full without undue delay and in any event no later than 14 days after having received notice to cancel. It shall make such reimbursement via the method of payment used to make the purchase (or it shall instruct its Merchant of Record to do so, if applicable).

## Appendix 1

### Model Cancellation Form

*This can be used by Business Customers and Consumers. Consumers may use it only where they have booked directly with Trinity. If they have booked through a business (such as a Registered Exam Centre), they should contact that business to discuss cancellation.*

To: Trinity College London, 7th Floor, 22 Upper Ground, London SE1 9PD, United Kingdom,

I/We(\*) hereby give notice that I/We(\*) cancel my/our contract for the provision of the following service\*,

Ordered on(\*)

Name of Customer(s)

Address of Customer(s)

Signature of Customer (only if this form is notified on paper)

Date

(\*) Please delete if not applicable

### Change History

The following changes have been made to this document:

| Version | Date       | Author         | Change Summary   |
|---------|------------|----------------|--|
| 1.0     | 07-01-2025 | Legal Services | Policy drafted and published   |
| 1.1     | 03-03-2025 | Legal Services | Minor changes to clarify scope of Policy and update to registered office address |
| 1.2     | 24-06-2025 | Legal Services | Minor changes to clarify Policy  |
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### Change Approval

The changes to this document have been approved by the following personnel:

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