

Teacher T&Cs

1. Teacher T&Cs

- 1.1. 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 registered in England (company number 02683033). Our registered office is at 7th Floor, 22 Upper Ground, London, SE1 9PD.
- 1.2. Your use of Trinity’s Services (including Exam Services), Trinity’s Platform, and any Trinity Partner Platform – in your capacity as a teacher, tutor, trainer or other educator – is governed by [our general terms and conditions \(“T&Cs”\)](#) as supplemented by these teacher-specific terms and conditions (“**Teacher T&Cs**”).
- 1.3. Defined terms used in these Teacher T&Cs are as defined in this document. If they are not specifically defined in this document, they shall be as defined in [our T&Cs](#).
- 1.4. If there is any conflict or inconsistency between these Teacher T&Cs and [our T&Cs](#), our T&Cs shall prevail with respect to the subject matter of the T&Cs (unless explicitly set out otherwise therein).
- 1.5. We recommend that you read these Teacher T&Cs carefully before you use the Services, Platform or Trinity Partner Platform in your capacity as a teacher, tutor, trainer or other educator. By clicking to accept or agree to these Teacher T&Cs when this option is made available to you, you accept and agree to be bound and abide by these Teacher T&Cs or any part thereof, as applicable.
- 1.6. By clicking to accept or agree to these Teacher T&Cs, you confirm that: you are acting for purposes relating to your trade, business, craft or profession; you are a Business User as defined in clause 1.3 of [our T&Cs](#); and you are not a Consumer.
- 1.7. If you do not accept or agree to these Teacher T&Cs, including if you cannot make the confirmations set out in clause 1.6 above, and you book an Exam Service on behalf of a candidate, your attention is drawn to clause 10.5 of [our T&Cs](#), which may apply in such scenario.

2. Parties’ general obligations – Exam Services

- 2.1. If you prepare candidates for the Trinity exams, you agree to do so on the basis of the relevant exam specifications set by Trinity.
- 2.2. You will notify us promptly of any matters raised with you by a candidate that could reasonably be considered appropriate to be brought to our attention, including anything which should be dealt with under Trinity’s procedures for complaints and appeals.

- 2.3. We will provide quality exams and assessments based on our pedagogical practice and research.
- 2.4. We will assess candidates enrolled by you onto Trinity exams, promptly notify you of their results and issue exam certificates to the successful candidates.
- 2.5.  In most cases, we will issue directly to the candidates concerned:
- 2.5.1. details of dates, locations, and other information concerning their exams; and
 - 2.5.2. exam results, reports and certificates.
- Where required, you will promptly cooperate with us in facilitating this, and/or in promptly passing onto candidates any such information, results, reports or certificates which we send to you.
- 2.6. You may purchase P4P Services (paper certificates) in your capacity as a Business User in accordance with clause 16 of [our T&Cs](#).

3. Exam booking terms & conditions

- 3.1. Nothing in these Teacher T&Cs will limit Trinity's right to sell Trinity exams to candidates in the Territory.
- 3.2. You may purchase Trinity Exams from Trinity, from Trinity's Merchant of Record, or from a Trinity authorised re-seller, to resell to candidates in your Territory (and additionally, where your Territory is in the European Union and in respect of Digital Exams only, the European Union). Where you do so, you must complete the Order via the relevant Trinity Platform (which in most cases will be the My Trinity Website), in accordance with our booking instructions and [our T&Cs](#). The Trinity Platform should allow you to send a candidate for examination only to a centre which has signed a Trinity REC Contract, but for the avoidance of doubt you agree and confirm that you shall send candidates for examination only to such centres which have signed such REC Contracts.
- 3.3. Your Order will be formed in accordance with and subject to these Teacher T&Cs and [our T&Cs](#).

4. Confidentiality and data protection

- 4.1. The applicable data protection provisions shall be as per [our T&Cs](#), including clause 28 of [our T&Cs](#).
- 4.2. Each party will keep the other party's Confidential Information secret and secure, except when required to disclose such information to the court or other authority.

5. Relationship with Trinity brand

- 5.1. You will not misrepresent the nature of your status to others and, in particular, you will not suggest in any way that your business is owned or controlled by Trinity or that it has been accredited, validated or franchised by Trinity.
- 5.2. You will not use or seek to register any mark, design, business name or domain name comprising or being confusingly similar to any Trinity intellectual property, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with Trinity, or interfere with the registration or validity of Trinity's intellectual property.
- 5.3. For the avoidance of doubt, a breach of any of the provisions of this clause 5 will be considered a material breach in accordance with clause 21.1 of [our T&Cs](#).

6. Special conditions

- 6.1. To protect the interests of candidates, you will only register candidates for a Trinity exam whom you reasonably expect to complete their chosen qualification.
- 6.2. You agree and undertake that:
 - 6.2.1. you will not discriminate against any person under any applicable law on equality;
 - 6.2.2. you will be solely responsible for ensuring that you comply with all applicable laws and legal requirements relating to your tax affairs (including registration and payment);
 - 6.2.3. you will be solely responsible for payment of any bank charges levied against you (which typically relate to payments made by you to us/our Merchant of Record, but in some circumstances could relate to your receipt of payments from us, dependent on the relevant bank's policy);
 - 6.2.4. you will promptly notify us of your sales tax status and registration number (if applicable) (for example VAT, GST or equivalent sales tax registration) and of any changes to this during the term of the Agreement;
 - 6.2.5. you will not commit any offence under Trinity's [Anti-Bribery Policy](#) or Trinity's [Safeguarding and Child Protection Policy and Procedures](#). A breach of this provision will be deemed a material breach under clause 21.1 of [our T&Cs](#); and
 - 6.2.6. you will not contravene any Sanctions, or sell Trinity exams if such a sale would be a breach of Sanctions for Trinity to enter into such a transaction in place of you.

- 6.3. Upon receiving reasonable notice from Trinity, you will take all reasonable steps so as to enable Trinity (or its auditors where appropriate) to inspect and audit your records relating to compliance with our T&Cs and these Teacher T&Cs; provided that Trinity is not permitted to inspect, nor are you required to disclose, commercially sensitive information and/or documents. You will keep such records for so long as any agreement with us, to which these Teacher T&Cs apply, remains in force and for 24 months thereafter.

7. Risk and insurance

- 7.1. Trinity maintains full and comprehensive insurance to cover its own risks. Similarly, for the duration of any agreement with us, to which these Teacher T&Cs apply, and for one year thereafter, you will maintain appropriate insurance under local law to cover the potential risks arising under [our T&Cs](#) and these Teacher T&Cs and will produce proof of valid insurance on request.

8. Consequences of withdrawal, termination or expiry

- 8.1. If you decide to withdraw from doing business with us in your capacity as a teacher, tutor, trainer or other educator after candidates' enrolment, both Trinity and you will take reasonable steps to protect candidates' interests and give them clear information as to how they may be affected.
- 8.2. Where your withdrawal will, or may, cause a prejudicial effect on candidates, you will consult with the affected candidates and use reasonable endeavours to minimise such prejudicial effect before ceasing to fulfil your obligations and will provide evidence of such consultation to Trinity upon request.
- 8.3. On termination or expiry of any agreement with us, to which these Teacher T&Cs apply, for any reason, each party's accrued rights and liabilities as at termination or expiry, as well as provisions that by their nature and content, must survive such termination or expiry, will so survive including: clause 4 (Confidentiality and data protection), clause 6 (Special conditions) and clause 8 (Consequences of withdrawal, termination or expiry).

9. General

- 9.1. Without prejudice to any other rights or remedies that Trinity may have, you accept that damages alone may not be an adequate remedy for breach of these Teacher T&Cs and that Trinity is entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach by you of any of these Teacher T&Cs.
- 9.2. Nothing in these Teacher T&Cs is intended to make you an agent or partner of Trinity or to constitute a joint venture between you and Trinity.

10. Interpretation and definitions

- 10.1. References to ‘including’ or ‘in particular’ in these Teacher T&Cs will be treated as being by way of example and will not limit the general applicability of any preceding words.
- 10.2. **Confidential Information** means any and all information of a secret or confidential nature and not publicly known (whether or not marked proprietary and/or confidential, oral or written, and however stored) and which has been or will be provided by Trinity to you, or which you become aware of as a result of entering into and performing your obligations under these Teacher T&Cs, including but not limited to Trinity’s technical, financial, academic or business information.
- 10.3. **Digital Exam** means an exam that is performed or assessed digitally.
- 10.4. **Exam Fees** means the fees payable for purchasing exams directly from Trinity or Trinity’s Merchant of Record.
- 10.5. **Merchant of Record** means Trinity’s designated reseller or merchant of record.
- 10.6. **Sanctions** mean any laws or regulations relating to economic, or financial trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.
- 10.7. **Sanctions Authority** means the UK, the United Nations (UN), and any other governmental authority with jurisdiction over Trinity, or any part of its business or operations and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions, including (without limitation) the UN Security Council, His Majesty’s Treasury, the UK’s Office of Financial Sanctions Implementation, the Department of Business and Trade, the Export Control Joint Unit, the Office of Trade Sanctions Implementation and HM Revenue and Customs.
- 10.8. **Territory** means the country in which your primary business address, as notified to us when you register for an Account, is located.

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