

Title: Quidos Training Terms and Conditions
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Issued By: Eszter Sipiczki **Date:** 03/06/2014
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Revision History

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1.4			
1.5			

**TRAINING AND ASSESSMENT PROGRAMME
 GENERAL STATEMENTS**

Together with the Quidos registration form, this document comprises the terms and conditions in relation to your joining the Training and Assessment Programme (“**Programme**”) provided by Quidos Limited, (No 5665301) whose registered office is at 5 Sydney Wharf, Bath BA2 4EF (“**Quidos**”), upon which your application will be processed and the Programme provided (collectively, these “**Terms**”).

The Programme

Consists of either

- a) Full Qualification

The Programme consists of three elements:

Element 1: Face-to-face learning	Training day(s) components comprising lectures, workshops and on-site demonstrations and exercises.
Element 2: Assessment	<ul style="list-style-type: none"> • Registration with the Quidos Assessment Centre, • Registration with an Awarding Body for the qualification. • Access to the online assessment portfolio with the ability to upload evidence. • Internal verification of the assessment.
Element 3: Access to the Quidos on-line software for the generation of reports	<ul style="list-style-type: none"> • Unlimited use to produce reports for the purposes of gaining experience and compiling your portfolio. • Access to a commercial version of this software for producing “official” reports will be possible in the future upon joining the Quidos Certification Scheme.

or

- b) CPD training

Element 1: Face-to-face learning	Training day(s) components comprising lectures, workshops and on-site demonstrations and exercises.
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On satisfactory completion of Element 2 (in case of full qualification training programme), Quidos will recommend to the relevant Awarding Body that it grants you status as the relevant qualified Energy Advisor (“**EA**”). It is anticipated that, if such status is granted by the awarding body and provided that you join an approved EA Certification Scheme, you will be entitled to trade as the relevant qualification level EA.

Third party training provider

Quidos reserve the right to assign all elements of the Programme to an approved third party training centre. Quidos will not need to provide any notice of this unless it impacts on the course location, date, or duration. You will be informed at the earliest opportunity which training centre the Programme will be provided by. All terms and conditions remain the same regardless of which training provider is used.

Application and fees

You must complete the registration form set out and submit this form together with your payment in full to Quidos, before your application to join the Programme will be considered.

The fee for the Programme does not include the costs of travel or accommodation incurred by you in attending training courses. These costs are your responsibility alone, even if Quidos supplies you with travel and hotel information in relation to your attendance at training course.

You must pay the full fee at the time of booking. The up-to-date fee can be found on Quidos' website at www.quidos.co.uk.

All fees paid by you to Quidos are non-refundable, unless otherwise expressly stated in these Terms.

TERMS AND CONDITIONS

These Terms, including the statements set out on the previous pages, are the terms and conditions upon which Quidos will process the application by you, the person whose name and address are stated in the Registration Form set out above, to be considered for and, if your application is accepted, registered for participation in the Programme.

These Terms constitute the whole agreement between you and Quidos in relation to the Programme, except where you and Quidos have otherwise specifically agreed in writing. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law, and supersede all prior agreements and understandings.

1. Registration and fees

- 1.1. The procedure for applying to participate in the Programme and the fee payable are stated on the previous pages.
- 1.2. Once your Registration Form (correctly completed) has been received your offer to be registered on the Programme will be considered to be irrevocable. Quidos will check that the information that you have supplied complies with its requirements and shall be entitled to request further information from you. In particular, Quidos reserves the right to stipulate from time to time that certain qualifications are necessary or other selection criteria must be satisfied before registering you on the Programme. Any such requirements will be stated on the Programme website or otherwise communicated to you.
- 1.3. Quidos reserves the right to reject your application to participate in the Programme, whether as a result of insufficient places available or for any other reason, in Quidos' absolute discretion. If your application is rejected, the fee paid by you will be refunded in full.
- 1.4. There is no charge for transferring your booking to the same course on an alternative date provided you notify Quidos in writing up to 10 days before the start and if there is availability. However, a deposit of 20% of the course fee (plus VAT) will be payable if the notice is received less than 10 days before the start of the original course. No refund will be made in the event of a transfer. No more than one transfer will be allowed. Requests to transfer a course must be made in writing and can be sent by email to training@quidos.co.uk.
- 1.5. If you notify Quidos in writing (via letter, email) up to 14 days before the start date of a course, you will receive a full refund of the course fee. If you withdraw for whatever reason within the 14 day period, the full fee will remain payable even if you are unable to nominate a substitute attendee. Substitutions should be received by Quidos at least 48 hours prior to the course start date.
- 1.6. If you fail to attend the course on which you are booked and have not given prior notice to Quidos, then the course fee will remain payable in full and no transfer will be allowed.
- 1.7. The fee payable by includes:
 - Learning materials.
 - Registration with the Quidos Assessment Centre.
 - Registration with the relevant awarding body for the relevant qualification.
 - Access to the online Quidos training service
 - Refreshments & lunch on training days.
- 1.8. The fee does not include:
 - Travel and accommodation costs.

2. Registration

- 2.1. Unless you hear to the contrary, you will be registered on the Programme as soon as your registration form has been received. You will receive email confirmation of your training component choices shortly afterwards.
- 2.2. Your statutory right under the consumer protection (Distance Selling) regulations 2000 allows a 14 day cooling off period for those enrolments completed online only. The same cooling off period applies for bookings made over the phone or in person. The right to cancel starts the day the contract is agreed and ends 7 working days after the day the contract was agreed. Cancellation requests will only be accepted in writing, preferably by email to training@quidos.co.uk. Telephone cancellations are not acceptable.
- 2.3. You will also be registered with an awarding body offering the qualification.
- 2.4. Following satisfactory completion of Element 2 of the EA Programme, it is anticipated that you will be eligible to be accredited by the Certification Scheme as an EA, and provided that you join an approved EA accreditation scheme, you will be entitled to trade as an EA for the purpose of issuing reports.

3. EA Programme - Elements

3.1. Element 1: Face-to-face learning

As part of your registration process, you will be required to make a selection of training dates. All training dates will be allocated on a first-come first-served basis. Once Quidos has confirmed your selection of dates, it is unlikely that you will be able to vary these, and any variation that can be made may result in delaying your completion of the EA Programme. Quidos reserves the right to charge you an administration fee for any variations to your training dates.

3.2. Element 2: Assessment in the Assessment Centre

For the purposes of the EA Programme, you must have access to a computer with internet access and your own email address.

- 3.2.1. Following your registration with the EA Programme, you will be provided with access to the assessment portfolio via the Assessment Centre website.
- 3.2.2. You will then be allocated an interpersonal and business skills assessor approved by the awarding body and permitted to start the assessment process.
- 3.2.3. You will have access to a team of Candidate Advisors. The Candidate Advisors will be responsible for monitoring your progress through the Assessment Centre.
- 3.2.4. The assessors will assess the evidence of competence provided via the web-based portfolio in accordance with the guidance from the Awarding Body and the Assessment Centre Handbook.

3.3. Element 3: Access to on-line software for the generation of reports

On-line report generation software is subject to supplementary terms and conditions. You will be required to agree to these before you log onto the software for the first time.

4. Completion of the Programme

- 4.1. Your EA qualification will be awarded after the following requirements have been satisfied:
 - You have completed the portfolio and have demonstrated competence in all areas as required by the awarding body and determined by the appointed assessors.
 - That assessment has been internally verified as outlined in the EA Information Pack.

- That assessment has been confirmed via the external verification process administered by the awarding body.
- 4.2. You will not be able to state or imply that you are qualified as a EA until all of these requirements have been satisfied, and you must not assume that they have been satisfied until the awarding body issues written confirmation that all areas of competence have been demonstrated.
- 4.3. Appeals made by you to the awarding body with regard to the External Examination or the External Verification are outside the scope of these Terms and are a matter for you and the awarding body. You may become liable for fees and other costs as a result of making any such appeals.
- 5. Withdrawal and termination**
- 5.1. Should you request a break in assessment for a period of more than one month, your assessor(s) will cease to be involved with your participation in the Programme and the onus will be on you to inform Quidos of the date on which you wish to resume. Quidos reserves the right to charge you an administration fee in connection with your ceasing and then resuming the assessment process.
- 5.2. Should you fail to submit evidence or respond to feedback from your assessor across all units for a period of one month or more, you will be deemed to have temporarily withdrawn yourself from the assessment process. The consequence of this is that your assessor(s) will cease to be involved with your participation in the EA Programme and the support of your Candidate Advisor will be withdrawn. You may be reinstated when you have given notice of a restart date. You may then be re-assigned to your original assessor(s), subject to their availability.
- 5.3. Should you fail to submit portfolio evidence for a period of two months from the first day of your training course, you will be deemed to have permanently withdrawn from the Programme. No refunds will be payable. Should you wish to reactivate the assessment process, you will be liable to pay a further fee to Quidos (which shall be not less than £500 plus VAT).
- 5.4. Should you fail to complete the qualification within a period of three months from the first day of your training course, you will be deemed to have permanently withdrawn from the Programme. No refunds will be payable, and there will be no means of activating the assessment process. An extension to this can be agreed between yourself and Quidos in writing prior to the three month period.
- 5.5. All the evidence of competence uploaded by you must be entirely your own work. If at any time there is any suggestion that the evidence provided is not authentic, Quidos will undertake a full investigation. If it is found that the evidence submitted by you is not your personal and original work, then Quidos will expel you from the EA Programme. In such circumstance there will be no refund of any fees.
- 5.6. Either Quidos or you may (without limiting any other remedy) at any time terminate your participation in the Programme by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with creditors or has a receiver or administrator appointed.
- 5.7. In circumstances other than those described at 5.1 to 5.6 above, Quidos reserves the right to terminate your participation in the Programme at any time if Quidos, in its absolute discretion,

considers it inappropriate for you to remain as a candidate. In such a case, your fees will be refunded in full.

6. Your obligations

- 6.1. You agree to be bound by the terms and conditions, as from time to time varied, of use of
- the Assessment Centre website;
 - any other websites from time to time operated by Quidos or its affiliated companies;
 - the online assessment service;
 - any other services, software or materials from time to time provided by Quidos or its affiliated companies; as such terms and conditions are available on such websites or otherwise notified to you.
- 6.2. You agree not to enter into debate with an assessor in relation to the outcome of an assessment but to use the prescribed appeals process as outlined in the EA Information Pack where there is any disagreement with the assessment decision given.

7. Disclaimers

- 7.1. Quidos cannot guarantee that the Programme will comply with any future version of the NOS and accordingly Quidos shall not be liable to refund fees or for any other losses suffered by you, even if subsequent amendments to the NOS mean that successful completion of the Programme does not result in your being accredited as an EA. Nor can there be any refund of fees or other compensation if the standards required by the NOS for persons to qualify as EAs are made *less* onerous.
- 7.2. You should also note that obtaining the EA qualification is not in itself a guarantee of admission to membership of any Accreditation Scheme for EAs, and no refund of any fees paid by you for the Programme will be available should you be refused membership of any such Scheme for any reason.
- 7.3. The full extent of Quidos arising from any breach of its obligations to you under these Terms or otherwise in connection with the Programme shall be limited to the amount of any fee paid by you to Quidos for the Programme. Quidos shall not be liable for any loss of profits, indirect, special or other consequential or incidental damage, whether foreseeable or not, arising out of any breach of its obligations to you under these Terms or otherwise in connection with the Programme. Nothing in this disclaimer shall exclude or limit liability for death or personal injury arising out of negligence or in respect of fraudulent misrepresentation.

8. Confidentiality

- 8.1. You agree that both during and after the Programme for any reason whatsoever shall you shall not:
- 8.1.1. use, disclose or communicate to any person any confidential information of Quidos or any of its affiliated companies which you shall have come to know or have received or obtained at any time (whether before, during or after the EA Programme) ("**Confidential Information**");
 - 8.1.2. copy or reproduce in any form or by or on any media or device or allow others to copy or reproduce documents, disks, tapes or other material containing or referring to Confidential Information.
- 8.2. The restrictions in clause 8.1 will cease to apply to Confidential Information which comes within the public domain (otherwise than through your wrongful disclosure) or which you are

required to disclose by statute, by any legislative or judicial order or decree or by any regulatory authorities.

9. Copyright and intellectual property

9.1. You agree and acknowledge that Quidos is the sole and exclusive owner of all right, title, and interest in and to all:

9.1.1. Methodology, information, software and databases used in arranging or providing the Programme; and

9.1.2. Methodology, innovations, know-how, and databases developed by Quidos in connection with the Programme, including any and all copyrights, know-how, and trade secrets therein.

9.2. You acknowledge that all assessment and materials produced, originated or developed by you at any time in the course of the Programme (“**Works**”) shall belong to and vest in Quidos or as it directs. You agree that you will hold in trust for the sole right and benefit of Quidos, and hereby assign to Quidos, or its designee, all of your right, title, and interest in and to any and all Works.

9.3. You hereby waive any moral rights (as provided for by Chapter IV, Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction) in any Works or Confidential Information and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or Confidential Information, infringes your moral rights including (but without limitation) the right to be identified, the right of integrity and the right against false attribution provided for in the 1988 Act.

10. General

10.1. Any notice under these Terms may be given by either party by letter addressed to the other party and sent by registered post to (in the case of Quidos) its registered office for the time being and in your case, your last known address. Any notice left at the registered office of Quidos or at your last known address will be deemed to have been given at the time of delivery and, if sent by registered post, will be deemed to have been given seven days after the time of posting.

10.2. The waiver, express or implied, by one party of any right under these Terms or any failure to perform or breach by the other party shall not constitute or be deemed a waiver of any other right under these Terms or of the same right on another occasion.

10.3. All disclaimers, indemnities, exclusions and confidentiality obligations in these Terms shall survive termination or expiry of the Programme for any reason.

10.4. If any part of these Terms is held to be unlawful, invalid or unenforceable, that part shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms shall not be affected.

10.5. You shall not assign or transfer any or all of your rights or obligations hereunder without the prior written consent of Quidos. None of these Terms is intended to be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

10.6. These Terms shall be governed by and construed in accordance with the laws of England and each party irrevocably submits to the exclusive jurisdiction of the courts of England.