



CENTRE TERMS AND CONDITIONS



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1. TERMS AND CONDITIONS

1.1. This document sets out Smart Awards terms and conditions for approved centres. There may be occasions where we may need to amend these terms and conditions. Any changes will be communicated to all centres. These terms and conditions shall be governed by and interpreted in accordance with English law and the parties shall submit to the jurisdiction of the English courts.

2. REGULATORY CONDITIONS – OFQUAL

2.1 Smart Awards must take all reasonable steps to ensure it is able to comply with its General Conditions of Recognition as required by the qualifications, examinations and assessments' regulators (Ofqual) for England. [Ofqual General Conditions of Recognition](#) These conditions apply to all Ofqual regulated qualifications that Smart Awards offer.

2.2. C1.1: Where an awarding organisation arranges for a third party to undertake, on its behalf, any part of the development, delivery or award of qualifications that the awarding organisation makes available, or proposes to make available, the awarding organisation must – a) ensure that the arrangements it establishes with that third party enable the awarding organisation to develop, deliver and award qualifications in accordance with its Conditions of Recognition, b) monitor and, where appropriate, enforce such arrangements so as to ensure that it is able to develop, deliver and award qualifications in accordance with its Conditions of Recognition.

2.3. C2.1: Where a Centre undertakes any part of the delivery of a qualification on behalf of an awarding organisation, this condition applies in addition to the requirements in Condition C1.

2.4. C2.2: Where this condition applies, an awarding organisation must ensure that arrangements between it and the Centre include a written and enforceable agreement.

2.5. C2.3 That agreement must in particular include provisions which –

- a) require the Centre to take all reasonable steps to ensure that the awarding organisation is able to comply with its Conditions of Recognition,
- b) require the Centre to take all reasonable steps to comply with requests for information or documents made by the awarding organisation or Ofqual as soon as practicable,
- c) require the Centre to assist the awarding organisation in carrying out any reasonable monitoring activities and to assist Ofqual in any investigations made for the purposes of performing its functions,
- d) set out all the requirements with which the Centre must comply in order to continue to deliver the qualification,
- e) establish a sanctions policy to be applied in the event that the Centre fails to comply with these requirements,
- f) require the Centre to retain a Workforce of appropriate size and competence to undertake the delivery of the qualification as required by the awarding organisation,
- g) require the Centre to have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by the awarding organisation
- h) require the Centre to undertake the delivery of the qualification required by the awarding organisation in accordance with Equalities Law,
- i) require the Centre to operate a complaint handling procedure or appeals process for the benefit of Learners,
- j) set out any Moderation processes that the awarding organisation will undertake or that will be undertaken on its behalf,
- k) specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, and
- l) require the Centre to take all reasonable steps to protect the interests of Learners in the case of such a withdrawal.

3. REGULATORY CONDITIONS SQA

3.1. SQA Accreditation accredits and quality assures qualifications and regulates Smart Awards thereby safeguarding the interests of learners, employers, parents, funding bodies and the government. These principles apply to all SQA Accreditation regulated qualifications that Smart Awards offer.

3.2. SQA Accreditation ensures that Smart Awards continue to remain compliant with the regulatory requirements by auditing us against the Regulatory Principles. SQA Accreditation undertakes these activities in two areas — at awarding body level and at the provider/centre level.

3.3. Awarding body audits: Smart Awards will be audited in alignment with SQA Accreditation Regulatory Framework.

3.4. Centre monitoring visits: These are visits to providers/centres that Smart Awards have approved to deliver the accredited qualifications. These provider/centre monitoring visits seek to confirm that Smart Awards are managing their providers/centres in alignment with their own policies and procedures and Regulatory Principles. The visit is not an audit of the provider/centre but rather an audit of Smart Awards activities in relation to their quality assurance of the provider/centre and its assessment arrangements.

3.5. PRINCIPLE 5: The awarding body and its providers/centres must provide clear information on their procedures, products and services and ensure that they are accurate and appropriate to accredited qualifications.

3.6. PRINCIPLE 7: The awarding body must have an effective approach for communicating with its staff, stakeholders and SQA Accreditation.

3.7. PRINCIPLE 8: The awarding body must ensure that SQA Accreditation is granted access to all information relating to accredited qualifications.

3.8. PRINCIPLE 13: The awarding body and its providers must ensure that they have systems and processes which ensure the effective quality assurance of accredited qualifications.

3.9. PRINCIPLE 16: The awarding body and its providers must have open and transparent systems, policies and procedures to manage complaints.

3.10. PRINCIPLE 17: The awarding body and its providers must have clear, fair and equitable systems, policies and procedures to manage appeals.

3.11. PRINCIPLE 18: The awarding body and its providers must ensure that it has safeguards to prevent and manage cases of malpractice and maladministration.

4. CENTRE RESPONSIBILITIES

The Centre agrees that it will:

4.1. Accept that Smart Awards is not obliged to grant approval status to the centre and may at its discretion decline to grant centre approval without giving any reason for this. Understand and accept that there is no right of appeal in respect of any decision by Smart Awards not to grant approval to the centre.

4.2. Understand that Smart Awards reserves the right to withdraw centre approval and/or qualification approval if Smart Awards considers the centre has breached any of these terms and conditions.

4.3. Understand and accept that Smart Awards might be required to notify other awarding organisations and other parties, such as regulatory authorities, of any withdrawal of centre approval.

4.4. Co-operate fully with Smart Awards in cases where either the Centre withdraws from its role in delivering qualifications and take all reasonable steps to protect the interests of learners.

- 4.5. Adhere to all Smart Awards policies and procedures.
- 4.6. Operate a complaint handling procedure and appeals process for the benefit of learners.
- 4.7. Retain a workforce of appropriate size and competence and make available sufficient managerial and other resources to enable the effective delivery of qualifications.
- 4.8. Agree to external auditing of assessors/internal quality assurers, policies, processes and records associated with Smart Awards qualifications.
- 4.9. Assist Smart Awards in any investigations made for the purposes of performing its functions.
- 4.10. Promptly notify Smart Awards of any incidents of malpractice or maladministration.
- 4.11. Respond promptly to Smart Awards requests when scheduling centre audits.
- 4.12. Ensure that any sanctions arising from Smart Awards monitoring activities are promptly addressed.
- 4.13. Access must be granted to the regulators (SQA Accreditation) (Ofqual) if they choose to audit centres that are approved by Smart Awards for the purposes of performing its functions.
- 4.14. Declare any actual or potential conflict of interest to Smart Awards.
- 4.15. Comply with Smart Awards delivery and quality assurance arrangements.
- 4.16. Assist Smart Awards in carrying out reasonable monitoring activities.
- 4.17. Comply with legislation around equality and diversity, operating an inclusive approach.
- 4.18. Ensure that relevant information, advice and guidance is provided to learners.
- 4.19. Provide appropriate training, standardisation and development opportunities for staff involved in the delivery and quality assurance of qualifications and retain records of these.
- 4.20. Operate written internal quality assurance/ verification procedures/IQA Strategy.
- 4.21. Carry out standardisation events with assessors and internal quality assurers (IQAs).
- 4.22. Appoint assessors that are occupationally competent in the occupational areas they are assessing.
- 4.23. Appoint IQAs that are occupationally competent in the occupational areas they are assuring.
- 4.24. Ensure that assessors and IQAs are fully aware of their responsibility.
- 4.25. Ensure that assessment decisions of unqualified assessors are checked and countersigned by a qualified IQA.
- 4.26. Ensure that assessors and IQAs are fully aware of their responsibilities.
- 4.27. Ensure assessors and IQAs hold appropriate technical/operator certificates and licenses (at the level or above).
- 4.28. Ensure assessors and IQAs hold appropriate insurance cover.
- 4.29. Ensure assessors adopt the highest degree of professionalism when assessing.
- 4.30. Ensure assessors maintain high standards of personal behaviour, integrity, and respect for others.
- 4.31. Ensure assessors and IQAs maintain the strict confidentiality of personal information.
- 4.32. Ensure assessors and IQAs openly disclose any conflicts of interest.
- 4.33. Ensure assessors and IQAs maintain Continuous Professional Development (CPD).
- 4.34. Ensure assessors comply with all relevant health and safety legislation and approved codes of practice, taking reasonable care of own and others welfare; assessing and recording risk; ensuring that adequate emergency procedures are in place, that sites and equipment conform to current legislation, that personal protective equipment is appropriate, and that users hold the relevant licences for vehicles used.
- 4.35. Comply with all of its obligations as a Data Controller for the purpose of the Data Protection Act 2018 & General Data Protection Regulations.
- 4.36. Maintain the strict confidentiality of personal information.
- 4.37. Provide learners with the appropriate transparency of information.
- 4.38. Share learners' personal data, including name, address, email, phone number, identification of learner, gender, date of birth and sensitive personal data such as health to support reasonable adjustments for the learner.

- 4.39. In the event of any data breach affecting shared personal data the centre and Smart Awards shall inform each other of that breach as soon as is reasonably practicable.
- 4.40. Ensure that only authorised persons who have been trained on and understand their obligations in connection with the processing of personal data shall have access to Smart Awards services used for the management of learner information.
- 4.41. Ensure the security of assessment materials.
- 4.42. Ensure that learner information and details of achievements are accurately completed and retained.
- 4.43. Retain records of assessment and internal verification for a minimum period of three years following certification of the learner.
- 4.44. Take all reasonable steps to comply with requests for information or documents made by Smart Awards as soon as practicable.
- 4.45. Ensure that relevant information provided by Smart Awards is disseminated to relevant staff.
- 4.46. Comply with Smart Awards terms and conditions for payment of invoices.
- 4.47. Settle all valid invoices presented by Smart Awards within the specified payment terms.
- 4.48. Understand invoices are paid on registration of learners.
- 4.49. Understand fees are payable for all failed learners and resits.
- 4.50. Understand non-payment of services will result in a centre being put on stop and a sanction will be applied.
- 4.51. Understand that late cancellation of EQA audits will incur a cancellation fee.
- 4.52. Understand that advisory visits requested by the centre are chargeable.
- 4.53. Do not undertake any activity or advertising that could bring the name of Smart Awards into disrepute.
- 4.54. Ensure that the promotion or advertising of Smart Awards qualifications is not misleading.
- 4.55. Only use logos belonging to and/or licensed to Smart Awards.
- 4.56. Do not use the regulator's logo, Ofqual or SQA Accreditation in any marketing materials, website or emails.
- 4.57. Do not use Smart Awards logos on the centre's own certificates.
- 4.58. Appoint a competent person who oversees and implements all the health and safety arrangements for the centre (and learners).
- 4.59. Has first aid arrangements in place (to protect staff, learners and visitors).

5. SMART AWARDS RESPONSIBILITIES

Smart Awards agrees that it will:

- 5.1. Maintain high standards of personal behaviour, integrity, courtesy, and respect for others.
- 5.2. Respond to all enquiries positively and as quickly as possible. In the first instance, we will reply within three working days to enquiries in writing or by phone.
- 5.3. Provide a forum for debate and discussion on standardisation relating to Smart Awards products and services.
- 5.4. Provide up-to-date guidance material for Smart Awards qualifications.
- 5.5. Provide full details of annual fees. All centres will be given reasonable notice in the event that changes are made to the fee structure.
- 5.6. Maintain regular contact with Centres and communicate key information.
- 5.7. Carry out monitoring centre audits a minimum of three times per annum.
- 5.8. Complete a centre audit report and agree on an action plan at the end of each visit.
- 5.9. Work with centres to ensure that quality standards are met and maintained.
- 5.10. Provide a registration and certification system.
- 5.11. Issue e-certificates following certificate claims within 2 working days.

- 5.12. Develop qualifications that are fit for purpose and meet the needs of the sectors that it serves.
- 5.13. Keep the content of its qualifications current, relevant and inclusive.
- 5.14. Provide assessment materials to support the delivery of Smart Awards qualifications.
- 5.15. Listen to and act upon feedback from Centres and learners to ensure that its qualifications remain valid.
- 5.16. Seek to remain competitive in the qualification market, and in the event of changes to fees to provide fair notice to Centres.
- 5.17. Make available to the Centre a sanctions policy to be applied in the event that the Centre fails to comply with these requirements.
- 5.18. Provide reasonable support, advice and guidance to centres with regard to Smart Awards qualifications.
- 5.19. Detail the process to be followed in any withdrawal of the Centre from the delivery of Smart Awards qualifications.
- 5.20. Take all reasonable steps to protect the interests of learners where the Centre withdraws from the delivery of qualifications.
- 5.21. Provide information to centres - making a complaint; making an appeal; malpractice and maladministration; arrangements for making reasonable adjustments; potential conflict of interest; expected dates or timescales for the issue of results; quality assurance arrangements including monitoring activities; invoicing.
- 5.22. Will keep data secure.
- 5.23. Use the personal data supplied by the centre to register and award qualifications, to maintain a comprehensive archive of learners' results and may also share that information with educational agencies and regulators such as Ofqual, SQA Accreditation, Department for Education, Education, Skills Funding Agency, Institute for Apprenticeships and Technical Education and industry card schemes.

6. DECLARATION

By submitting your personal information, you consent to Smart Awards processing your personal information in accordance with our data protection policy. All information that you provide will be used only for the purpose intended.

Centre Agreement and Declaration

I declare that the information contained in this application is correct and current and that I am authorised to make this application to be registered as a recognised approved centre with Smart Awards. I agree to accept Smart Awards terms and conditions.

I understand that this is a legally enforceable agreement between the Centre and Smart Awards. I accept that if the Centre defaults on the commitments made in this application it may lead to the removal of approval for the delivery of Smart Awards products. I declare that I am authorised by the Centre to sign this agreement.

I understand that Smart Awards reserves the right to seek further verification of the evidence and understand that any inconsistencies and suspected deception may result in the withdrawal of the application. The parties hereto have caused this Agreement to be executed on the 'Date of Agreement' specified below. I agree to act in accordance with the requirements specified in this agreement.

We do not want our details to be used in any promotional manner

Parties to the Agreement
Party A: Smart Awards

Name: Lesley Barr

Position: Managing Director

Signature:

Parties to the Agreement

Party B:

Name:

Position:

Signature:

Duration of Agreement

This agreement applies in accordance with the dates shown below unless terminated by either party in line with the termination clause at the end of this document.

Termination

This agreement can be terminated by either party, in writing with at least one months' notice.

Note that compliance with quality assurance requirements continue to apply until all learners have been certificated.

Date