

Terms and Conditions for Candidates Undertaking GA Online Courses

Gatehouse Awards ('GA') is a company incorporated in England and Wales with registered number 07298045, whose registered office is at Queensgate House, 23 N Park Rd, Harrogate HG1 5PD, UK;

Terms Applying to GA Online Courses

1. Definitions

For the purposes of these terms and conditions:

Headings; Number and Gender. The headings of sections and paragraphs are inserted for convenience only and shall not be deemed to constitute part of this agreement or to affect the construction thereof. The use in this agreement of singular, plural, masculine, feminine and neuter pronouns shall include the others as the context may require.

'We' and 'us' means GA, who provides the services to you.

'You' and 'your' means the student receiving the services.

'Course' means a distance learning course or course designed and developed by us including all revisions and updates to such course as we may make from time to time.

'Course materials' means the materials and content relating to any one course, together with all revisions and updates made by us from time to time, which may be in any format and which are required by the student to complete the course.

2. Your responsibilities: use of the course and platform

By registering and commencing your online programme of study, you agree to these terms and conditions. Please read these terms and conditions carefully. They apply to the GA course you are enrolling on.

We may change these Terms and Conditions from time to time by updating this document. You should review this document regularly. Your continued use of GA products and services after changes have been made will be taken to indicate that you have read and accepted the changes. You should not use the products or services if you are not happy with any changes to these terms and conditions.

Access to the course is provided by GA on the following terms. By using the course, you are acknowledging that you have read and accepted these terms and conditions.

You agree to use the course and course materials only in accordance with these terms and conditions of use, for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the course.

Prohibited behaviour includes (this list is not exhaustive) harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue, and impersonating another person (for example, by using their login details to access the pages of the course which are for registered students only).

We affirm that the course materials will meet a satisfactory level of quality; however, we do not affirm that they will be error free. You are responsible for inspecting the course materials and informing us about any oversights as soon as is reasonably possible following delivery.

Information contained in or accessible via the course or online platform can change. We may make improvements or alterations to the course and/or platform at any time and without notice.

3. Our requirements

You may only take a GA online course if:

- (a) You meet the requirements for English language proficiency for the applicable course and qualification. If you have any doubts about whether you reach the required standard of English language proficiency you must discuss this with GA or with an approved GA centre.
- (b) You understand and accept that you may pass or fail the course depending on the standard you reach and that you will not be entitled to any refund merely because you fail the course or any component assessment within the course. A tutor/assessor may fail you, in particular, if, in his or her judgment, your level of English language proficiency is inadequate, if you fail to complete the course, if your performance in an assessment is inadequate, if you are reasonably suspected of plagiarism including the misuse of artificial intelligence (AI), or if the standard of your work is inadequate.
- (c) You understand and accept that, if your course includes a test or written or other assignment, then you must successfully complete all elements to the required standard in order to pass the course and/or be awarded the relevant qualification.
- (d) You understand that if you fail the course you may be required to make a new course purchase and qualification registration.
- (e) You understand that you must either complete the course within the allotted time.

If you satisfy all the course requirements in the timescales available, you will receive an e-certificate showing that you have passed the course and achieved the associated qualification.

4. Course timescales

Maximum course times are set and these provide a time limit for you to complete your course. GA encourages students to complete their course within the time limit so that your learning remains current and for you to stay motivated.

Due to the nature of the online courses and associated qualifications, all students must complete the entire course, including assessments, within a period not greater than the registration validity period, which is stipulated in the relevant Qualification Specification, available on the GA website. Failure to do so means that you will be required to complete a new enrolment and registration.

No extensions are permitted.

5. Marking and Re-submission of Assignments

Throughout the course, you will be required to complete assessment, which will be marked and moderated. The assignments may change from time to time.

You are required to pass the individual assignment(s) or assessment tasks in order to pass the course and be awarded a qualification.

Re-submission of assessed work may be possible, however this can vary from course to course. Please refer to the course information provided for details relating to the course of study you are enrolling on.

If you fail a written assignment, a tutor will provide feedback on how you can improve it for the next submission. If you fail on the final permitted submission, you will have failed the course and you will not be permitted to submit any further attempts. You will be automatically withdrawn from the programme, although you may still have access to course materials.

You may re-enrol on the programme; however, GA recommends that candidates who have failed wait a minimum of six (6) months before re-enrolling and spend the time developing skills in the areas the tutor has highlighted for improvement.

6. Changes to your details

You are required to notify us in writing via email of any changes which may affect our ability to provide the course to you, mark your assessments or award your qualification certificate.

7. Interacting with the course and platform

You must not post, send or upload any such content or information:

- (a) unless you own or have appropriate rights to use the intellectual property rights subsisting in or relating to that content and information and unless you are sure that posting, sending or uploading the same does not infringe the rights (including but not limited to the intellectual property rights) of any other person or organisation;
- (b) which is or could be considered defamatory, derogatory or in appropriate with regard to GA, its customers or clients or any other person or organisation;
- (c) which contains any confidential information about GA or another person or organisation (unless you have our permission or that of the other person or organisation);
- (d) which contains any offensive, obscene or criminal content or any other content which may cause embarrassment to the GA, its customers or clients or any other person or organisation; and
- (e) which contains any personal data about another person including (this list is not exhaustive) names, contact details and sensitive personal data (for example, information about an identified or identifiable individual's mental or physical health, racial or ethnic origin, religious or other beliefs).
The ICO website provides more guidance on personal data and sensitive personal data.

8. Changes to the course and/or platform

We may change the content of the courses:

- (a) to reflect changes in relevant laws and regulatory requirements.
- (b) to implement minor technical adjustments and improvements, for example to address a software security threat. These changes should not affect your experience of the course.
- (c) to update the course structure, content or syllabus in accordance with what we in our judgment consider to be best practice.

We may have to suspend the supply of a course to:

- (a) deal with technical problems or make technical changes
- (b) update the course to reflect changes in relevant laws and regulatory requirements
- (c) make changes to the course as requested by you or notified by us to you.

If we have to suspend the supply of your course for a period of more than 4 weeks, we will contact you in advance to tell you, unless the problem is urgent or an emergency. In such cases, the timescale you are given to complete your course will be extended.

We may withdraw the course. We may write to you to let you know that we are going to stop providing the course. We will let you know at least 9 months in advance of our stopping the supply of the course.

We may stop supplying the course at any time if:

- (a) you do not meet our criteria for levels of English language competence
- (b) you disrupt a course or are abusive to tutors, other staff or other students
- (c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the courses, for example, your prior qualifications
- (d) you do not, within a reasonable time, allow us to deliver the courses to you or collect them from us
- (e) you do not make payment when it is due.

9. Appeals

You have a right to appeal the outcome of a course assessment on the grounds that you do not agree with the assessment decision made by the Assessor/Tutor/Marker, or that the assessment procedures have not been carried out properly.

If you wish to appeal, you must follow the instructions in the GA Appeals Policy and Procedure, available on the GA website.

10. Disclaimer of Warranties and Limitation of Liability

We warrant that we will carry out the service to you with a reasonable level of care and skill.

If you require any changes to these terms, please request such changes in writing to the email address above.

We do not guarantee that:

- (a) use of the course platform will be compatible with all hardware and software,
- (b) use of the course platform will be uninterrupted or error or virus free,
- (c) use of the course platform will deliver any specific outcome for its users, or
- (d) defects on the course platform will be corrected (save for those defects which GA is obliged to correct by law).

You must take appropriate steps to ensure that you regularly check for and protect against viruses when using the course platform on any device.

Any liability under any agreement between you and us shall be limited to any sums paid by you to GA or to the authorised GA Centre/Distributor.

As far as permitted by law, we shall not be liable to any person for losses or damages that were not reasonably foreseeable and that were not caused by any breach on our part.

We further exclude to the fullest extent permissible by law all liability for damages and direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any other person or organisation and arising out of or in any way connected with the use of the course or its content, whether based on contract, tort, strict liability or otherwise. We shall not be liable to any person for any direct or indirect loss or damage as a result from your course enrolment.

We do not exclude or limit our liability (if any) to you for any matter for which it would be illegal for us to exclude or to attempt to exclude liability.

You will defend, indemnify and hold harmless us, our affiliates and our officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these terms and conditions.

11. Waiver

None of the conditions or provisions of this Agreement shall be held to have been waived by either party, except by an instrument in writing signed by a duly authorised officer or representative of each party. The waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

12. Payment

Payment for GA course(s) is via GA or via an authorised GA Centre/Distributor.

If you purchase a GA online course online, directly from GA or via a distributor, you normally have a statutory right to cancel your purchase within 14 days. However, GA online courses are usually made available within 2 working days following registration on the GA system. By purchasing the course, you expressly consent to GA supplying the digital course content before the end of the 14-day cancellation period and acknowledge that you will lose your right to cancel once supply of the digital content begins.

We reserve the right to refuse enrolment on any of the courses and qualifications we offer.

Please note that if you are using a credit agreement and paying for your course by instalments, you agree to pay the instalments promptly, irrespective of the speed at which you are studying. If you fail to make payment where payment is due, your course account may be locked.

Transferring a course to another student is not permitted, regardless of any financial transactions between any parties.

GA is not able to provide refunds or discuss financial arrangements with candidates directly where the purchase of the course has been facilitated by a Centre/Distributor. By enrolling onto the GA programme, you acknowledge that the financial contract lies between yourself and the GA Centre/Distributor and GA has no liability in this regard.

13. Copyright

All copyright and other intellectual property rights relating to the course materials are either owned by or licensed to us. This includes copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) and all content located on the website, course platform and any published materials. Copying, adaptation or any other use of all or any part of materials without our express permission is strictly prohibited.

You must read these intellectual property rights as being subject to any restrictions on use applying to any materials or content on the platform including (this list is not exhaustive) photographic images, videos and text whether directly on a page of the course or contained in a document (e.g. a pdf) accessible from a page of the course ("Materials") or part of them such as video and photographic images which are subject to the special restrictions set out in the Creative Commons Licence ("Special Restrictions").

You must therefore not share any content with third parties, post content on social media or public platforms, used the content for any commercial purposes, modify, or edit any content.

Unless specifically stated in a Creative Commons licence which may be attached to some GA course content ("Creative Commons Licence"), you may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use the content in any way except for your own personal, non-commercial use. The content must only be used and printed for personal study use.

Please read the Creative Commons licence in full before downloading or otherwise making use of GA course content. If you do not agree to be bound by the Creative Commons Licence or any Special Restriction then you must not use GA materials made available under these terms.

Addresses of or links to other websites may appear on the course platform and in the course content for your convenience. GA does not operate or monitor other websites and we accept no responsibility or liability for the content of other websites. Any link is not intended to be, nor should be construed as, an endorsement of any kind by us of another website.

Should we link to other websites we will try to make it as clear as possible that you are leaving the site. It is your responsibility to check the terms and conditions and privacy policy on any other website that you visit.

Digital access controls include the prohibition of screen recording/capture software, systematic downloading of course materials, and sharing of log-ins and access credentials. Violations may result in immediate course termination without refund

Student work may be anonymised and used for training and/or exemplar purposes.

14. Malpractice and Sanctions

Students undertaking GA-provided courses are subject to the GA Maladministration and Malpractice Policy and Procedure and related Sanctions Policy.

If you are suspected of malpractice of any kind, including, but not limited to, plagiarism and collusion including misuse of AI (refer to *Information for Learners: Use of Artificial Intelligence ('AI') in Coursework and Assessment* document, available on the GA website), GA will investigate the allegation and may subsequently apply sanctions.

If GA considers that you have committed malpractice, you may be disqualified immediately and not permitted to continue the course OR you may receive one (1) written warning.

If you receive a written warning for malpractice, you will be permitted to re-submit your work. If a resubmission reveals that malpractice is still an issue, you will be disqualified.

15. Other Terms

If at our discretion we afford you any relaxation of these terms, this shall in no way affect our rights under these terms and conditions.

This Agreement shall be interpreted in all respects in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English courts for the determination of any question or dispute arising in connection with this Agreement.

If the whole, or any part, of any clause(s) of this Agreement is or becomes invalid for any reason, that invalidity shall not affect the validity of any other provision.

16. Privacy

Your personal data is processed and held in line with the General Data Protection Regulations (GDPR) and any associated privacy legislation and regulations. GA is registered with the Information Commissioner's Office (ICO), No. ZA008550, and are committed to protecting your privacy and keeping your personal information secure. A Privacy policy is available on the GA website. It applies to our collection and use of your personal information in relation to the services we provide.

GA will not disclose your details to any person, unless you have given your consent or we are compelled to do so by law, or in response to a valid, legally compliant request by any law enforcement agency, Regulatory or other government authority.

Please note that the internet is not a secure means of communication. Emails may be intercepted by other people or organisations. You should not send any communication to us through the website or by email which contains personal data (including sensitive personal data) and/or confidential information about you or any other person, unless you accept that any such communication would be sent at your own risk and on the understanding that we would not be liable for any loss that you might suffer as a result (except for losses which cannot be excluded or limited at law, as referred to above).