

Experienced Worker Assessment (EWA) Terms & Conditions



Please note that these Terms and Conditions (these "Terms") apply only to the Experienced Worker Assessment qualification (the "Course") provided by Brian Scaddan Associates Limited (the "Company").

By reserving a place to take this qualification, you enter into a legally binding contract with the Company which can only be varied by agreement in writing. You accept and agree to be bound by these Terms which include the fee schedule relating to your Course (the "Fee Schedule"). Your acceptance has immediate cost implications and creates financial commitments.

Course Fees

Course fees for the EWA vary depending on the package of modules chosen. Package prices are detailed in the Fee Schedule. The Company offers a payment Instalment plan as detailed in the Instalment Payment Schedule. The Fee Schedule and Instalment Payment Schedule form part of these Terms and must be read in conjunction.

Terms and conditions

1. Requisites & Confirmation of your place

- a. All potential candidates irrespective of package chosen are required undertake and pass an EWA Skills Scan Profiling Session which will be conducted by a qualified profiler appointed by the company.
- b. The results of the Skills Scan are only valid for 30 days and candidates will be required to start the qualification within this 30-day period or forfeit the result.
- c. The start date is deemed to be the date the first instalment payment or full payment is received by the company.
- d. The latest Wiring Regulations and initial Verification are requirements for this qualification. The company at its discretion may grant a grace period of up to 120 days to candidates who do not possess these credentials to complete them. Failure to achieve these credentials will render any attained qualification to be withdrawn.

2. Qualification Duration

- a. The duration of the Qualification is limited to 18 months from the start date and must be completed within this period. Any variation will have to be agreed in writing by the company.
- b. When the assessor indicates completion of portfolio compilation, the portfolio will be sent for an Internal Quality Audit (IQA). A process which usually takes 30 days.
- c. Some portfolios may be required to be assessed by an External Quality Assurer (EQA), a process which resides outside of the company's control and can affect claiming the qualification by up to 60 days.

3. Non-financial obligations

- a. By reserving a place on the qualification, you accept and agree to be bound by and comply with:
 - all rules and regulations relating to your Course contained on the company's website and publications including (without limitation) engaging with your allocated assessor, IT, exam rules, assessment regulations and appeals.
 - all eligibility requirements of the relevant regulatory or validating body for your Course as detailed in your offer documentation.
 - all evidence of credentials provided to the company must be Valid, Authentic, Reliable, Current and sufficient. If any information, evidence or assessment supplied to the company is found to be falsified, the offending candidate will be immediately withdrawn. Plagiarism will not be tolerated.
- b. If you are currently studying for an entry qualification for your Course and fail one or more assessments or fail to achieve the grade required to meet the conditions (if any) of your offer, you should confirm this via email to bookings@bsatraining.co.uk as soon as possible - it may affect your eligibility to start your Course and failure to promptly notify can have fee implications.

4. Course fees

- a. Fees include tuition, interactive learning resources, and first attempt examination or assessment fees. Fees exclude; reassessments and resits.
- b. Current fees for your Qualification are detailed in your offer and can be seen in your Fee Schedule.
- c. Fees must be paid in accordance with the Fee Schedule and late payment may lead to cancellation of your course place by the Company.
- d. If the qualification is completed before the final payment is due, that payment will have to be made before the company will claim the qualification from the awarding body.
- e. Please note that even if someone other than you makes any payment, or agrees to make any payment on your behalf, you remain liable for full payment until the Company has received cleared funds. Any rights the Company may have against the payer are not affected.
- f. In the event that you need to take a reassessment you must pay the prescribed fee on registration for the reassessment.
- g. If you do not pay your fees or reassessment fees in accordance with these Terms, the Company reserves the right to withdraw any offer, cancel your accepted place on your Course, exclude you from any relevant assessment or reassessment, or withhold assessment or reassessment results, Course materials and Certificates.

5. Cancellation, Liability and Refunds

- a. Cancellation of this contract occurs when you cancel your Course place, or if the Company cancels this contract for one of the reasons (k-r) listed below ("Cancellation by the Company").
- b. You have the right to cancel this contract within a 14-day cooling off period from the day of commencement.
- c. The extent of your fee liability will vary depending on the Cancellation date.
- d. If you cancel your place on any date that is before the end of the cooling off period, you will receive a full refund of any payments you have made and will not be liable for any further payments.

- e. Save for cancellation within the cooling off period, refunds are strictly not allowed.
- f. If you cancel your place, on any date that is on or after a payment month, you will be liable to pay all payments due as detailed in your Fee schedule.

How to Cancel

- g. To exercise your right to cancel during the cooling off period or to cancel any time thereafter, you must inform us of your decision to cancel by a clear statement in writing, sent by email to; bookings@bsatraining.co.uk
- h. You cannot cancel by telephone or otherwise.
- i. The bookings@bsatraining.co.uk team acknowledge receipt of all e-mails within 24 hours of receipt. If you send an e-mail and do not receive an acknowledgement, please either re-send your e-mail or contact us on 01245 967030
- j. To meet a cancellation deadline – the cooling off period, it is sufficient for you to send an Email Cancellation before the end of the cancellation period.

Cancellation by the Company

- k. The Company reserves the right to refuse or withdraw an offer or cancel your accepted place on your Course for any of the following reasons:
 - l. If you have not paid your Deposit and/or your Course fees in accordance with these Terms, your Fee Schedule and the Instalment Options Schedule (where applicable).
 - m. If you have any outstanding debt owed to the Company in respect of any other courses.
 - n. If you are paying by direct debit and the direct debit payment is cancelled or fails.
 - o. If you have not met the eligibility criteria for your Course.
 - p. If you fail to take up your place at the start of your Course.
 - q. **If there are not enough students confirmed on your Course or if the number of students confirmed on your Course exceeds the number of places available on your Course.**
 - r. If the running or continuation of your Course becomes unviable or practically impossible for the Company.

6. Deferral

A request to defer is an application to cancel your reserved Course place and reserve a new place on a later course on these same Terms, returning at the start of the course ("Deferral").

- a. Deferral may not be available on all modules and there is no automatic right to defer.
- b. Deferral will generally be permitted by the Company (entirely at its discretion) once only.
- c. Payments of your Deposit and your Course fees must be up to date at the time of your request. Upon Deferral your Deposit will be retained and carried over.
- d. The Company will confirm via e-mail whether or not your request to defer has been approved and your fee liability.

7. General

- a. These Terms (including any non-contractual obligations arising out of or in connection with these Terms) are governed by English law and are subject to the jurisdiction of the English courts.
- b. The Company may transfer its rights and obligations under these Terms to any successor in title to its business or to any entity to which a substantial part of its business is transferred, and you authorise the Company as your agent to enter into an agreement with such successor or entity in substantially the same form as this agreement to procure that such successor or entity succeeds to all rights and obligations of the Company under these Terms. Alternatively, and at the Company's sole discretion, you agree that you will execute any deed of novation that the University reasonably requests to give effect to such transfer.
- c. Failure or delay by the Company to exercise any of its rights or remedies (full or partial) under these Terms shall not constitute any form of waiver.
- d. The Company will use its reasonable endeavours to deliver your qualification in accordance with the description given to it on the Company's website at the date of its commencement. However, the Company reserves the right to make any variations to your program which it considers to be necessary.

Schedules

- Fee Schedule
- Instalment Payment Schedule