

# ASDAN Terms and Conditions of supply

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## Contact

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- use the ASDAN logo

ASDAN welcomes comments and questions on the website and any related services. Please direct your feedback or questions to: [webmaster@asdan.org.uk](mailto:webmaster@asdan.org.uk)

**These terms and conditions are updated on an annual basis. Please save a copy of these terms for your records. You should review our site regularly to ensure that you are aware of any changes to these terms.**

# ASDAN Terms and Conditions of supply

## 1. Terms and conditions of contract (registration with ASDAN)

### 1.1. Definitions and Interpretation

In this agreement the following words and expressions have the following meaning:

1.1.1. “ASDAN” refers to the charitable organisation ASDAN Ltd providing the Services;

1.1.2. The “Centre” or the “Member” refers to an applicant establishment registered with and approved by ASDAN;

1.1.3. The “Fee” or “Fees” refers to the cost of becoming an ‘ASDAN Member’ and accessing ASDAN’s Services at [www.asdan.org.uk/join](http://www.asdan.org.uk/join), or, as applicable, any costs associated with and payable in respect of the purchase and delivery of ASDAN programmes and/ or qualifications including learner registrations, books, resources, training, and moderation;

1.1.4. The “Services” refers to the provision of ASDAN’s programmes and/or qualifications, and associated support and training. The Services to which a Member has access will depend upon the Fee paid by the Member;

1.1.5. “Temporary Member” means an establishment that has applied for membership and is awaiting approval by ASDAN.

1.1.6. All references to a Member (and a Member’s contractual obligations, prohibitions and liabilities) shall be deemed to also be references to a Temporary Member.

### 1.2. Commencement Date

The agreement starts on the date that the membership application form is processed and confirmed by email from ASDAN (“the Commencement Date”). The Member acknowledges that it will be a Temporary Member until such time as its application for membership has been validated and approved by ASDAN in accordance with clause 1.4 below.

### 1.3. Termination

1.3.1. Unless terminated under clause 1.3.2, this agreement will continue from year to year.

1.3.2. Either party may terminate this agreement by giving to the other party at least 30 days' notice in writing.

1.3.3. In addition, the Member may cancel this agreement at any time but the Member acknowledges and agrees that the Member will remain responsible for the payment of

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Fees in full if written notice of cancellation is not received by ASDAN within 30 days of the invoice date.

1.3.4. In the event of cancellation, ASDAN will refund in full any Fees paid in relation to this invoice if written notice is received within 30 days of the invoice date.

1.3.5. From the cancellation date, no further Services will be provided.

1.3.6. ASDAN will follow its 'leavers' process' upon receipt of notification of cancellation or termination.

## 1.4. Member Approval

Until the Member has been validated and approved by ASDAN, the Member's membership will be temporary only and the applicant will be a Temporary Member. The Temporary Member agrees to submit such policies and documentation that ASDAN requests in order for ASDAN to perform a review of the Temporary Member's suitability to join an ASDAN membership tier. ASDAN will act reasonably and objectively when considering each Temporary Member's application. Temporary Members will receive limited access to the [www.asdan.org.uk](http://www.asdan.org.uk) members' area and resources but will not be able to purchase candidate registrations or student books, or enter learners for moderation or certification.

### 1.4.1 Qualifications Approval

This section will apply to those Members and Temporary Members intending to deliver ASDAN's qualifications.

Approval of a Member and/or Temporary Member by ASDAN in respect of qualifications and any right to register candidates for ASDAN qualifications is conditional upon the Member or Temporary Member (as applicable):

1. complying with the Qualifications Centre Agreement at [asdand.org.uk/member/centre-details/centre-approval/centre-approval-centre-agreement](http://asdand.org.uk/member/centre-details/centre-approval/centre-approval-centre-agreement); and
2. meeting the Conditions of Centre Approval at [asdand.org.uk/member/centre-details/centre-approval](http://asdand.org.uk/member/centre-details/centre-approval) at all times, as well as having in place a robust internal quality assurance process including but not limited to qualified and suitable staff; and
3. implementing the processes and procedures in ASDAN's Centre Guidance at [asdand.org.uk/policies-regulations-and-centre-guidance](http://asdand.org.uk/policies-regulations-and-centre-guidance); and
4. having in place at all times robust policies and procedures and providing copies of them to ASDAN on request

1.4.2. New Temporary Members and existing Members applying to deliver ASDAN qualifications must complete the centre approval process as outlined at the [Guide to](#)

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**Centre Approval** and the **Centre Approval policy** prior to commencing delivery of the chosen qualification(s). A mandatory centre approval visit will be carried out and charges applied as in the current year's **Pricing and Fees document**.

New Qualification Members will be required to attend mandatory training prior to delivery and assessment of the applied for qualifications.

1.4.4. The Temporary Member acknowledges that in the event that the Temporary Member fails in its application for "Qualifications" Membership, ASDAN will offer that Temporary Member either "Programmes Plus" or "Programmes" membership instead. Any prepayment of the Qualifications Membership Fee will be refunded in full if the Member does not accept an alternate membership. In the event that the Temporary Member accepts either "Programmes Plus" or "Programmes" membership, ASDAN shall at the request of the Member issue a credit for any prepayment of the Qualifications Membership Fee to the Member; which credit shall be set against the new annual Fee.

1.4.5. The Temporary Member acknowledges that in the event that the Temporary Member fails in its application for "Qualifications" Membership, ASDAN shall be entitled to retain any prepayment of the Centre Approval Fee.

1.4.6. Qualifications Members agree to provide evidence and documentation on an annual basis on request, as necessary to maintain centre approval status.

Should a Member not renew mandatory documentation on an annual basis that Member will be suspended from purchasing new Qualifications courses and registering learners for Qualifications moderation.

1.4.6 Qualification Members that remain inactive in relation to Qualifications (where activity may be defined to include making a purchase, registering learners or undergoing moderation) for longer than three years will have their Qualifications endorsement removed and shall thereafter be invoiced at a lower tier.

## **Programmes Plus or Programmes Approval**

These Membership programmes apply to Members and Temporary Members intending to deliver ASDAN's programmes only.

1.4.6. Any validation of the Member or Temporary Member (as applicable) by ASDAN in respect of programmes and any right to register candidates for ASDAN programmes is conditional upon the Member or Temporary Member:

1. complying with the Programmes Centre Agreement at **[asdan.org.uk/member/centre-details/centre-approval/centre-approval-centre-agreement](https://asdan.org.uk/member/centre-details/centre-approval/centre-approval-centre-agreement)**; and
2. having in place at all times robust policies and procedures and providing copies of them to ASDAN on request.

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1.4.7. On receipt of an application for new Programmes Plus or Programmes Membership, ASDAN will carry out a series of checks to assure itself that the Temporary Member is either regulated by an external body, or has in place sufficient and suitable resources to deliver ASDAN courses appropriately, as may be evidenced by the provision of policies and documentation provided by the Temporary Member on request. Requests will be made within 30 days of receipt of the new membership application.

1.4.8. The Temporary Member acknowledges that in the event that the Temporary Member fails in its application for “Programmes Plus” or “Programmes” Membership, Membership will be withdrawn and any Fees paid in advance for such membership shall be refunded in full less an administration charge.

## 1.4.9 Customised Accreditation

Members applying for Customised Accreditation will be required to submit such policies and documentation that ASDAN requests in order for ASDAN to perform a review of the Member’s suitability to deliver courses endorsed by ASDAN. ASDAN will act reasonably and objectively when considering each Member’s application.

## 2. Fees and payment

### 2.1. The Fee

2.1.1. Unless terminated under clause 1.3.2, this agreement will auto renew on an annual basis.

2.1.2. The Fee for the provision of the Services is stipulated by ASDAN on its website from time to time at [www.asdan.org.uk/join](http://www.asdan.org.uk/join) or as expressly agreed by the Member and ASDAN in writing.

2.1.3. The Fee plus VAT is payable annually in advance in pounds Sterling and in full and cleared funds. ASDAN will invoice the Member for the Fee once a year on the Commencement Date and no more than 30 days prior to each anniversary of that date in accordance with its invoicing policy at [www.asdan.org.uk/courses/policies-and-regulations](http://www.asdan.org.uk/courses/policies-and-regulations)

2.1.4. Payment of the Fee by the Member is due within 30 days of the date of ASDAN’s invoice. Restrictions will apply until the Fee has been paid in full, including no access to the Services.

2.1.5. The Member may amend its Membership level by notifying ASDAN in writing. If a different charge is payable in relation to the new Membership tier, then it shall apply in full from the date of amendment (which shall be treated as the Commencement Date) and ASDAN shall at the request of the Member within 30 days of amendment issue a credit to the Member in respect of the unused element of the original annual Fee (if any); which credit shall be set against the new annual Fee.

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2.2.1. Late fees and interest will be charged for invoices not paid within 30 days. Failure to pay may result in legal proceedings and a suspension of the services offered by ASDAN.

2.2.2. Payment can be made by cheque or by BACS transfer; the remittance must state the Member registration number and the invoice number.

2.2.3. An additional foreign exchange fee (FXFEE) will be charged per invoice for any Member that is invoiced in a currency other than pounds Sterling.

### 2.3. Price increases

2.3.1. ASDAN may increase the Fees payable at any time but will give at least 30 days' notice of any price increases by amending the prices at [www.asdan.org.uk/courses/costs](http://www.asdan.org.uk/courses/costs). All prices include VAT, where applicable.

2.3.2. Orders received before a price increase will be honoured at the pre-increase price, even if they are processed after the increase date.

2.3.3. Any out of pocket expenses incurred by ASDAN as a result of provision of the Services shall be payable by the Member in addition, including any recovery and postage costs, costs of redelivery as a result of packages being sent to ASDAN by the Member with insufficient postage.

2.3.4. ASDAN will credit any prepayments in full where an Audit or Approval visit is cancelled at least seven working days before the Event's scheduled date. If cancellation is after this, the full fee will be payable.

### 2.3. Credit notes

2.3.1. Credit notes must be used within 12 months of issue.

2.3.2. Credit notes issued for the return of goods will be subject to a 10% handling charge.

## 3. Ownership of rights

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in ASDAN materials, and on **ASDAN** websites and all content (including all applications) located on the site are owned by ASDAN or its licensors. The Member may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use ASDAN materials or **ASDAN** websites content in any way except for their own personal, non-commercial use. The Member also agrees not to adapt, alter or create a derivative work from any ASDAN materials or **ASDAN** websites content except for their



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The Member is entitled to use the ASDAN Registered Centre logo on its websites and promotional materials whilst it is a Member provided that it complies with the restrictions upon such use imposed by ASDAN from time to time as set out at [members.asdan.org.uk/my-centre/asdan-logo](https://members.asdan.org.uk/my-centre/asdan-logo)

Any reference to ASDAN, or ASDAN products and Services, on the Member's website or in its publicity materials must not be inaccurate, misleading or misrepresentative.

## 4. Books and other materials

4.1. Unless otherwise agreed in writing, all books and other materials will be delivered in one instalment to the Member's registered address, as in ASDAN's [purchasing procedures](#). The Member is responsible for any errors made by it in the course of ordering books and materials.

4.2. If any physical products received are misprinted they can be returned, providing they are returned in their original condition within 30 days of the date of the invoice.

4.3. The Member acknowledges and agrees that ASDAN does not accept responsibility for and will not issue any refund in respect of purchases of books and other materials made in error by the Member.

4.4. Unless otherwise agreed in writing, all digital products will be made available to the Member via the digital downloads page in the member's area, in line with ASDAN's purchasing procedures for digital products.

4.5. ASDAN will not issue refunds for digital products. In purchasing and accessing a digital product, the Member is waiving their right to a refund.

## 5. Candidate registration and moderation

### 5.1. Registering candidates for ASDAN programmes and qualifications

5.1.1. The Member shall comply with ASDAN's procedures in respect of the registration of candidates as shown under section 3.9 available at <https://members.asdan.org.uk/generic-centre-guidance> for qualifications

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5.1.2. Upon completion of registration, ASDAN shall be entitled to invoice the applicable candidate fee and the Member shall pay the invoice within 30 days.

5.1.3. Candidate fees are not refundable or transferable even where a candidate is not submitted for moderation.

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5.1.4. A candidate's registration will expire automatically after the applicable period specified at <https://members.asdan.org.uk/candidates>

5.1.5. If the Member does not purchase books specified for each candidate on ASDAN's website then ASDAN will deliver the shortfall to the Member and shall be entitled to invoice the Member for them.

5.1.6. If the Member does not purchase registrations for each candidate entered for moderation then ASDAN will be entitled to invoice the Member for them.

## 5.2. Postal moderation

5.2.1. ASDAN does not accept any responsibility for materials sent to it for moderation whilst they are in transit. Portfolios must be sent using a postal service that tracks delivery.

## 6. Events, webinars, workshops and INSET (“Events”)

### 6.1. Booking an Event

6.1.1. Each Event must be booked using the applicable form on ASDAN's website available at: [www.asdan.org.uk/training](http://www.asdan.org.uk/training)

6.1.2. Delegate numbers at each Event may be limited in order to meet health and safety requirements.

6.1.3. It is the Member's responsibility to inform ASDAN of any dietary or access requirements at least two days prior to the Event.

### 6.2. Cancellations and non-attendance

6.2.1. ASDAN will credit in full where an Event is cancelled at least seven working days before the Event's scheduled date. If cancellation is after this, the full fee will be payable.

6.2.2. If a delegate is unable to attend an Event then wherever possible, ASDAN will offer an alternative Event but shall be under no obligations to do so. An Administration fee will be applied if the transfer is requested within seven working days of the original Event date.

6.2.3. If the Member requests a change in the date of an Event less than seven working days before the scheduled date of the Event, ASDAN will use its reasonable endeavours to reschedule the Event but shall be under no obligation to do so. Any costs incurred by ASDAN as a result of rescheduling will be payable by the Member.

6.2.4. ASDAN does not accept responsibility for non-attendance at an Event for whatever reason, including transport difficulties or bad weather.

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6.2.5. ASDAN reserves the right to cancel Events at short notice if necessary as a result of extreme events and shall not be responsible for accommodation and transport costs incurred as a result.

## 6.3. Fees and Payments

6.3.1. Amounts due for an Event must be paid in advance of the Event or ASDAN reserves the right not to provide the Event and to recover the outstanding amounts in respect of it.

## 7. ASDAN e-learning platforms

### 7.1. E-portfolio evidence

7.1.1. ASDAN shall retain learner evidence and e-portfolios for at least the average length of the course plus one year, i.e. Key Steps = 4 years, Short Courses = 3 years. It is the responsibility of the Member to keep copies of e-portfolio summaries and evidence if access to learners' portfolios is required outside that period.

7.1.2. In order to ensure confidentiality and data protection, learner evidence and tutor feedback uploaded to the e-portfolio platform can only be accessed by the learner, their tutors and ASDAN.

7.1.3. ASDAN reserves the right to sample learner e-portfolios for quality monitoring purposes.

7.1.4. Video and audio files should be added to the e-portfolio as URLs hosted on an internet-based service. ASDAN does not accept responsibility for such files including the security of those files.

7.2. Credits gained in the course of using the e-portfolio should be accessed for external moderation following the procedures for Short Courses online.

7.3. E-portfolio registration purchases are non-refundable with the following allowances:

7.3.1. Where a course has not been started, i.e. no challenges have been assigned to a learner, registration can be transferred to another learner;

7.3.2. If the e-portfolio registration has been purchased in error, it can be exchanged for the equivalent student book where appropriate.

## 8. Replacement certificates

8.1. Requests for replacement certificates must be made in writing giving a clear explanation of the reason for the request.

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8.2. All replacement certificates will be issued and invoiced to the Member requesting them. The Member will be responsible for the despatch of the replacement certificate to the learner. If a certificate is returned to ASDAN because a Member has paid insufficient postage, the recovery and postage costs, the costs of any replacement certificate and the costs of redelivery will be charged to the Member by ASDAN.

8.3. Certificates requested by individuals will be issued and billed to the individual. In this case, payment must be made before the certificates are issued.

8.4. Damaged or erroneous certificates must be returned to ASDAN so that a valid replacement certificate can be issued.

8.5. If replacements are requested because a certificate has been lost, full details of the loss must be given so that a valid replacement certificate can be issued.

8.6. No charge will be made for replacement certificates where issue is necessary as a result of an error by ASDAN.

## 9. GDPR and privacy

9.1. ASDAN is committed to maintaining the highest standards in relation to personal data and shall only process personal data in accordance with its Privacy Policy at [www.asdan.org.uk/privacy-notice](http://www.asdan.org.uk/privacy-notice)

9.2. The Member agrees to comply with its obligations under the Data Protection Act 2018 and the General Data Protection Regulation and shall indemnify ASDAN from and against any loss, cost, damages, claims or liabilities suffered or incurred by ASDAN as a result of the Member's breach of this undertaking.

9.3. The Member agrees to have in place robust data protection policies and procedures and to make them available to ASDAN on request.

9.4. ASDAN will not pass any personal data such as email addresses on to third parties for marketing purposes.

## 10. Website access

10.1. The Member is responsible for ensuring that usernames and passwords are kept secure and confidential. If it believes a third party has made use of a user's login details, or used them to obtain unauthorised access to any of ASDAN's websites, it shall inform ASDAN immediately.

10.2. ASDAN reserves the right to withdraw access to restricted areas of its website at any time without notice if it believes that login details have been used by any unauthorised person or organisation.

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## **11. Members outside the United Kingdom**

11.1. International Members are subject to the same terms and conditions as UK members, as outlined in sections 1 to 10.2.

11.2. In addition, each International Member shall fund such visits by staff of ASDAN to the Member as are necessary for monitoring and quality assurance purposes, at the current agreed rates.