

CEA Terms of Business for Formal Qualifications

Standard Terms of Business

For Connex Academy's Formal Qualifications for Organisations, Schools and Individuals

Connex Education Academy Limited a company incorporated in England and Wales under company number 10311782 and whose registered office is at Unit A, Telford Court, Chester Gates Business Park, Chester CH1 6LT ("Connex Academy").

1. Definitions

- **'Accessed'** means the commencement of any Formal Qualification or the viewing or loading of any Formal Qualification materials by a Learner or someone utilising a Learner's account;
- **'Cancellation period'** means 14 days from payment of the course;
- **'Completion Deadline'** means:
 - 3 months from payment for the qualification L2 Certificate in Special Educational Needs and Disability;
 - 6 months from payment for the qualification L3 Award in Education and Training;
 - 12 months from payment for the qualification L3 Certificate in Supporting Teaching and Learning;
 - 12 months from payment for the qualification L3 Certificate in Assessing Vocational Achievement;
 - 12 months from payment for the qualification L4 Certificate for Higher Level Teaching Assistants;
 - 24 months from payment for the qualification for L5 Certificate for Teaching English as a Foreign Language;
- **'Course Materials'** means the physical or downloadable materials relating to any Formal Qualification (in whole or in part) together with all revisions and updates made by Connex Academy, which may be in any format;
- **"Failed Learner"** means any Learners who do not complete their formal qualification by the agreed Completion Deadline unless they have had their exceptional circumstances extension approved in writing;



Registered business address:
Unit A, Telford Court, Chester Gates,
Chester, CH1 6LT

Registered name:
Connex Education Academy Limited

Registered number: 1031178

www.connex-academy.com

T: 01253 543 660
E: info@connex-academy.com

VAT reg No: 335227025

- **‘Formal Qualification’** means any course that requires assessment by Connex Academy or a contracted third party before completion and certification;
- **“Funder”** means any organisation, corporate body, charity, or education and childcare setting that is paying for the tuition fees on behalf of the Nominated Learner;
- **“Inactive Learner”** means the Learner has not engaged in their e-portfolio for a period of 45 days;
- **“Individual Learner”**, means any individual who has paid their tuition fees directly to Connex Academy
- **"Learner"** means the person, organisation or corporate body to whom Connex Academy provides its services and / or a Formal Qualification (including but not limited to self-funding individual, Nominated Learners, education and childcare settings and other organisations funding courses for their nominated individuals;
- **“Nominated Learners”** means the individuals nominated to undertake the Formal Qualification in circumstances where the cost of the Formal Qualification where is funded by a Funder
- **“Tuition Fee”** means the amount determined by Connex Academy as payable in return for the services and formal qualifications;
- **“Website”** means www.connex-academy.com

Agreed Terms

- 1.1. Use of this website indicates that the website user has read and accepted these terms of business.
- 1.2. By accessing any Formal Qualification offered by Connex Academy, the Learner, and where relevant, their employer or funder, accepts these terms of business.
- 1.3. Payment of the Tuition fee is an offer to enter into a binding contract with Connex Academy on these terms of business. Connex Academy may accept or decline this offer at its absolute discretion.



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2. Registration and Payment

- 2.1. Registration for a Formal Qualification must be completed online through the Connex Academy website and payments must be made in full or a deposit and an agreed payment plan be in place before the commencement of a course.
- 2.2. Any default under an agreed payment plan will automatically lead to suspension of the Learner or Nominated Learner's Formal Qualification portfolio. Failure to rectify the default within 14 days will lead to the Learner portfolio account being closed.
- 2.3. Funders and Nominated Learners are required to register their interest online on the Connex Academy website. Connex Academy will contact them to confirm payment arrangements and to confirm the details of any Nominated Learners.
- 2.4. Connex Academy reserves the right to refuse enrolment on any of its Formal Qualifications.

3. Formal Qualification Access

- 3.1. Following registration and payment under clause 2, Connex Academy will provide the selected Formal Qualification in accordance with the Formal Qualification description contained on the Connex Academy website.
- 3.2. On acceptance of an order for a Formal Qualification, Connex Academy will send a confirmation email and access instructions to the Learner. If this email is not received within 36 working hours the Learner should email info@Connex-academy.com
- 3.3. Formal Qualification Courses require Learners to complete an initial assessment to determine suitability for the selected course. Access to the course will not be granted until the assessment is successfully completed. If access to the course is not granted as a result of the initial assessment Connex Academy will cancel the Tuition Fee and issue a full refund.
- 3.4. Continued access to Formal Qualification Courses is conditional on the Learner's regular engagement with the programme. In exceptional circumstances, a pause of up to 6 months



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may be agreed in writing. To request a pause, Learners must email info@Connex-academy.com heading their email as Exceptional Circumstances Request, requesting a pause to their qualification, with justification for their request.

- 3.5. Connex Academy reserves the right to suspend access or cancel orders without refund if the Learner is deemed by Connex Academy to be an Inactive Learner and if a pause has not been agreed. The Learner will be informed via email of their decision.
- 3.6. All courses must be completed by the Completion Deadline, Learners who do not complete their formal qualification by the agreed Completion Deadline and have not had their exceptional circumstances or extension approved in writing will be deemed as a failed Learner and their account will be closed.
- 3.7. In the event that the website or course access is unavailable at any time and for any period (for whatever reason) Connex Academy shall not be liable.

4. Nominated Learners

- 4.1. Any organisation or Agency funding a Nominated Learner will be required to confirm the identity and email address of the Nominated Learner who will participate on the selected course.
- 4.2. The Funder may request to transfer the course to another Nominated Learner within 45 days of payment for the Formal Qualification providing materials have not been accessed. Requests should be made to info@connex-academy.com. Connex Academy's will make a decision as to whether a Nominated Learner transfer can be approved and inform the funding organisation or agency via email. Connex Academy's decision is final.
- 4.3. Transfers will not be permitted more than 45 days after payment for the selected course regardless of whether the Course Materials have been accessed or not.

5. Certification



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- 5.1. A digital certificate will be issued to the Learner on successful completion of a Formal Qualification Course. Successful completion includes approval by the relevant external exam board.
- 5.2. A paper certificate for a Formal Qualification Course may be requested at a cost of £40.00 including VAT. This can be requested through the link on the Connex Academy website link or by email to info@connex-academy.com.

6. Cancellation

- 6.1. Learners may cancel their Formal Qualification order by emailing info@connex-academy.com with the wording 'Formal Qualification Cancellation' in the subject line.
- 6.2. Connex Academy will refund the Formal Qualification fee if a cancellation is received within 14 days of payment and the Learner has not accessed the Course Materials
- 6.3. Connex Academy aims to process eligible refunds within 30 days of cancellation.
- 6.4. Refunds will not be paid after Course Materials have been accessed.
- 6.5. Connex Academy reserves the right to remove access (on a temporary or permanent basis) to any course and / or Connex Academy website in respect of Learner, Funder or website user who does not comply with these terms and conditions.

7. Intellectual Property

- 7.1. At all times Connex Academy or its licensors remains the owner of the intellectual property of all Course Materials and all content displayed on the Connex Academy website. Course Materials and content displayed on the Connex Academy website may not be reproduced, shared, stored in a retrieval system, published or transmitted in any form or any means without the prior written permission of Connex Academy.
- 7.2. In consideration of receipt of the payment of course fees, Connex Academy grants the Learner a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of studying for the selected course.



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- 7.3. Save as expressly set out in these Terms, Learners may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way any of the Course Materials. Use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of Connex Academy's copyright or Connex Academy's other intellectual property rights, and/or the copyright or other intellectual property rights of Connex Academy's licensors.
- 7.4. With the exception of the Course Materials, the material on our website is provided on an "as is" basis, without any conditions, warranties or other terms of any kind. To the maximum extent permitted by law, Connex Academy provides its website on the basis that Connex Academy excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have an effect with respect to the website.
- 7.5. Whilst all courses go through stringent quality checks, Connex Academy cannot affirm them to be error-free. Any errors or discrepancies in our course materials can be submitted to Connex Academy for review.

8. Third Party Website

- 8.1. Links to third party websites on the Connex Academy website are provided solely for Learners' convenience.
- 8.2. No endorsements or representations are made by Connex Academy for the third party websites or their content. When accessing a link the website user leaves the Connex Academy website.
- 8.3. Connex Academy accepts no responsibility for third party websites, their content or availability. Access to third party websites is entirely at the Learner's and / or website user's own risk.

9. Liability Material and Conduct

- 9.1. Other than personally identifiable information, which is covered under Connex Academy's Privacy Policy, any material transmitted or posted to the Connex Academy website, course platform, learner portfolio or course community hubs ("Connex Academy Systems") shall be considered non-confidential and non-proprietary. Connex Academy shall have no obligations with respect to such material. Connex Academy and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 9.2. It is prohibited to post or transmit any material that is threatening, defamatory, obscene, offensive or similar on any Connex Academy website or system. Website users and Learners are responsible for obtaining all necessary licences and/or approvals before submitting any information on the Connex Academy System. Connex Academy reserves the right to remove any material from Connex Academy Systems that it considers inappropriate or unsuitable.
- 9.3. Connex Academy shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting inappropriate material.

10. Privacy

- 10.1. Please refer to the Privacy Policy on the Connex Academy website for full details of how personal information will be handled and processed by Connex Academy.

11. Liability

- 11.1. Save to the extent permitted by law, Connex Academy (and any of its group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all liability and responsibility (including without limitation in respect of negligence) from any amount or kind of loss or damage arising out of or in connection with use of this website.
- 11.2. Connex Academy do not exclude or attempt to limit in any way liability for:

- personal injury or death resulting from our negligence;
- any matter for which it would be illegal to exclude or to attempt to exclude liability; or
- for fraud or fraudulent misrepresentation.

11.3. Subject to the exclusions/limitations set out above, Connex Academy shall not be liable to Learners and / or website users for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

12. General

- 12.1. Connex Academy reserves the right to revise and amend these terms and conditions from time to time.
- 12.2. Learners and website users will be subject to the terms and conditions in force at the time that they register for a course and / or access the Connex Academy website.
- 12.3. If any provision within these terms and conditions is held by any competent authority to be invalid or unenforceable (in whole or in part) the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 12.4. These terms and conditions (including in relation to any non-contractual obligations) shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts.



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