

## Registered Exam Centre Agreement: Frequently Asked Questions

### Clause 1.2

#### **What do I need to do to book exams in other subject areas than those stated in my current contract?**

You are only authorised to conduct the exams for which we have successfully assessed your centre's capacity and capability to run them. If you would like to add exams to those stated in your current contract, please write to your Trinity representative and they will inform you about the latest process.

### Clause 1.4 / 1.5

#### **What do I need to do to open up a new exam venue?**

Trinity has an approval process in place for each venue where Trinity exams are hosted. If you need to register a new venue, please go to our website and download and complete an application form (Exam Administration → Add a venue for existing centres) or write to your Trinity representative.

### Clause 1.5 (i) and (ii) / 1.6 (i) and (ii)

#### **Where can I find information about Trinity's policies, operational procedures, syllabuses and regulations, information and guidance?**

Information on our policies can be found in the Handbook, and also at [www.trinitycollege.com/about-us/policies](http://www.trinitycollege.com/about-us/policies). Operational procedures for the administration of our exams are contained in the Best Practice Guidebook for the relevant subject.

Trinity's syllabuses, exam regulations, the dates of written exams and Trinity's policies can all be found on Trinity's website. Please check [www.trinitycollege.com/examcentres](http://www.trinitycollege.com/examcentres) for updates.

### Clause 1.5 (iii) / 1.6 (iii)

#### **How will I know what laws and regulations apply?**

It is your responsibility as a registered exam centre to find out what laws in your country govern your activities and to comply with them. These laws would include, for example, requirements concerning staff, candidates, and visitors' health and safety, anti-discrimination and data protection.

While Trinity sets its own standards, best practice and guidance in accordance with the law of England and Wales, please be aware that your local laws may require you to take on additional responsibilities towards your candidates.

### Clause 1.7 / 1.8

#### **What do I need to do to obtain access to Trinity's IT systems?**

New registered exam centres: we will provide you with the necessary access details to our online administrative platforms, such as 'Trinity Online' and 'My Trinity', on signature of our agreement. You will be required to accept our Terms of Use in order to use these platforms.

Existing registered exam centres: if you are simply renewing your contract with us, you do not need to take any additional action.

### Clause 3

#### **Where can I find the standard terms and practical details for the scheduling of exam visits?**

The procedures for booking exam visits, in particular our 'standard terms' for scheduling exam visits, are set out in the Handbook. More detailed guidelines are also available in our Centre Best Practice Guidebook.

All exam booking fees are calculated on Trinity's assessment costs on a per candidate basis. There is no requirement for a minimum number of candidates to attend a particular exam session, but all exam sessions requiring an examiner are subject to a minimum booking fee.

#### **What is Trinity's 'Merchant of Record'?**

Our merchant of record is a company which re-sells Trinity's exam services, whom we have engaged to help facilitate the sale and purchase process. In those transactions where we use a merchant of record, your contract for the purchase of the exam services will be with that merchant of record (and they will also be responsible for other financial elements of the transaction, such as collecting any sales taxes and ensuring payments are processed in accordance with Payment Card Industry (PCI) compliance). All other elements of the relationship and contract, aside from the sale and purchase, will be between you and Trinity. They purely look after the payment element.

Our merchant of record is currently Verifone Payments B.V. More information can be found in our [terms and conditions](#).

### Clause 3.3

#### **How will Trinity notify my centre about its fees?**

Notification will be sent to your centre by Trinity, its subsidiary/branch in your country or the National Representative for your territory (if applicable). In addition, we publish our exam fees on a regular basis.

#### **Will I have to pay any tax or bank charges in addition to the exam fees payable to Trinity?**

If you are based in a country where Trinity is subject to withholding tax, at our request you will withhold tax at the applicable rate prior to making any payments to Trinity.

All taxes relating to the running of your centre are payable by your centre at the applicable local rate, including: tax payable on your centre's income; business taxes; taxes and other contributions payable in relation to employees' salaries, etc. Your centre will also be responsible for payment of any applicable bank charges (these bank charges will usually relate to payments made by your centre to us but could relate to your receipt of payments from us, dependent on the relevant bank's policy).

These principles are also covered under Clauses 6.3. (iv) and (v) whereby you guarantee to Trinity that you will be solely responsible for these costs.

### Clauses 3.7, 3.9 and 3.10

#### **Why does my agreement make reference to discounts and commission?**

Where you purchase Trinity exams to resell to candidates, Trinity may offer you a discount on the fees payable to Trinity. If this provision is applicable to our contract with you, this discount will be set out in clause 3.7, will be discretionary and may be withdrawn or amended by Trinity at any time.

Where a consumer (typically a candidate or their parent/guardian) purchases a Trinity exam directly from us, but supported by your centre, you agree to provide the exam services, and we may offer you a commission -- calculated as a percentage of the fees paid to Trinity by such consumers. If this provision is applicable to our contract with you, this commission will be set out in clause 3.9, will be discretionary and may be withdrawn or amended by Trinity at any time.

There are some contexts in which a Trinity-authorized 'Exam Services Provider' (an independent third party) may also offer a discretionary commission on fees paid to us by consumers, but any such commission will be set by the Exam Services Provider and governed by a separate agreement.

#### Clause 4

##### **Where can I find information about Trinity's requirements regarding Data Protection?**

Trinity's Data Protection Policy can be found at [www.trinitycollege.com/data-protection](http://www.trinitycollege.com/data-protection), and sets out principles and guidance derived from the laws applicable in England.

#### Clause 4.1

##### **Will I be required to sign a separate data transfer agreement?**

Data protection laws in the UK require Trinity to ensure certain appropriate safeguards are adopted in order to maintain an adequate standard of protection of personal data when personal data is transferred from the UK to certain countries. These safeguards include entering into standard contractual clauses published by the UK Government.

In order for personal data to flow between Trinity and your centre, it may be necessary for these safeguards to be in place. If your centre is based in a country to which standard contractual clauses are relevant, you will be deemed to have agreed to standard contractual clauses when you sign into or book an exam via our online exam booking platform(s). By doing so, you are deemed to have signed the standard contractual clauses which are a type of data transfer agreement between us.

Depending on the version of the Registered Exam Centre Agreement which you have signed with us, signing the agreement might also constitute your agreement and signature to the standard contractual clauses.

In a similar way, should the laws of the territory/territories where your centre/exam venue is located require Trinity to sign certain other standard contractual clauses with your centre, then such clauses would also, in effect, be a data transfer agreement between us.

#### Clauses 4.4 and 4.6

##### **Where can we find information about Trinity's security requirements regarding the storage of exam papers and the verification of candidates' identity?**

Information on Trinity's security requirements can be found in Trinity's Data Protection Policy at [www.trinitycollege.com/data-protection](http://www.trinitycollege.com/data-protection) and in our Best Practice Guidebooks.

#### Clause 5.1

##### **Where can I find Trinity's brand guidelines?**

The brand guidelines will be supplied to you when you are issued with your contract and may be updated from time to time. Please check [www.trinitycollege.com/examcentres](http://www.trinitycollege.com/examcentres) regularly for updates.

#### Clause 6.2

##### **What are Ofqual's General Conditions of Recognition and how do they affect my relationship with Trinity?**

Ofqual is a UK-based regulator which imposes quality assurance conditions on awarding bodies such as Trinity. Ofqual expects Trinity to maintain a high standard in the delivery of its qualifications by centres. You will take all necessary steps to facilitate Trinity's compliance with such quality assurance conditions which may include complying with reasonable instructions issued by Trinity to your centre for these purposes.

You can read about Ofqual's conditions of recognition here: <https://www.gov.uk/guidance/ofqual-handbook>

#### Clause 6.4

##### **What is the 'right of audit' requested by Trinity?**

Trinity may need to access (audit) your records to ensure that Trinity can comply with regulators' requirements, to review the quality of exam delivery at your centre or to confirm compliance with the Registered Exam Centre Agreement. Please rest assured that this clause does not give Trinity an extended right to access your business information, unless it is relevant to the audit query.

## Clause 7

### **What is a practical example of risk management that my centre may be expected to have in place?**

Having a risk management strategy in place is very important, especially if working with young children. We would expect you to have policies in place that will enable everyone working with your centre to know what to do in order to protect the safety of their learners.

## Clause 7.3

### **Why does the contract require me to take out insurance? What would be considered appropriate insurance?**

Trinity is responsible for Trinity's own risk, and your centre, as a party independent from Trinity, is responsible for its own risk. The contract seeks to make this position clear and identify upfront the responsibility each party has to cover its potential risks. This allows each party to be aware of their own obligations and to arrange suitable protection.

Trinity has assessed its risk and has taken out appropriate insurance to cover a range of potential liabilities - including insurance coverage for our examiners when they travel for examinations outside the UK. In a similar manner, it would be for you to assess the potential risk associated with the exam services provided by your centre and exercise your discretion to determine the appropriate level of insurance that would cover this risk. Many centres will already have insurance in place and no additional cover may be necessary. Where they do not, many centres choose, as a minimum, to take out public liability insurance and employer's liability insurance to cover any person (candidates or persons working on your behalf) on school or centre premises against accidental injury or death. As every case is unique, we regret that Trinity cannot advise you on the cover you will need.

## Clause 8.1

### **Why is there a reference to damages for death or personal injury, fraud or fraudulent misrepresentation in the contract?**

We have to refer to these categories of damage in the contract because it is against the law in England to exclude liability for these categories of damage. Thus, we need to make clear that Trinity's liability for any such categories of damage would be uncapped. However, we do not expect them to happen! Apart from these categories of damages, Trinity's liability to your centre and your liability to Trinity is limited to direct losses. Any compensation in this category will be limited to £2,000 or the total fees payable by you under the agreement within the 12 months period prior to the claim, whichever is greater. This cap is for your benefit and ours, because in the absence of this liability cap, liability would have been unlimited.

## Clause 8.2

### **What is the purpose of the 'indemnities' (guarantees for compensation)?**

These indemnities are there to protect Trinity against any infringement or theft of Trinity data, confidential information and intellectual property rights and against any infringement or breach of data protection law by your centre's employees or other persons acting on the centre's behalf. We don't expect that this will ever happen, but if it did, it would be your centre's responsibility.

## Clause 9

### **How long will this contract last for?**

This contract is intended to remain in effect unless either of us gives the other three months' notice that it wishes to terminate the agreement earlier. Moreover, if your centre remains inactive for an extended period of time, or acts other than in accordance with our interests or brand values, or if either of us fails to comply with the

contract, or is wound up, or is unable to fulfil obligations under the contract due to a force majeure event that continues for 30 days, this contract may also terminate prematurely.

#### **Can I terminate the contract at any time?**

Yes, your centre can terminate the contract at any time by giving Trinity three months' written notice. Similarly, if there is a force majeure event that continues for 30 days and results in the non-performance of the contract by Trinity, you can terminate the contract on giving 14 days' notice.

Where your centre contract terminates early, we may ask you to fulfil obligations to Trinity that remain unfulfilled at the time of termination (such as allowing enrolled candidates to take their exam as set out in clause 10.1).

#### Clause 9.5

#### **Will the contract terminate if I am prevented from providing the services to Trinity, for example, if there is a natural disaster in my region?**

This clause explains that a party cannot be found at fault if it is prevented from carrying out its obligations under the contract as a result of an event that is beyond its control, unless that event lasts for more than 30 days, in which case the other party is entitled to terminate the contract at its discretion by giving 14 days' notice.

#### Clause 10.1

#### **What happens if I decide to withdraw from my exam services?**

If your centre wants to stop delivering Trinity exams at any point during the contract, you can do so by giving written notice to Trinity. At this point, both Trinity and your centre have a duty to protect the interests of learners who take a Trinity qualification; this clause, together with clause 9.2, provides for a transition period of three months during which we will work with you to take some appropriate steps, for example by directing candidates to other centres.

#### Clause 10.3

#### **What will happen on termination?**

We require that you cease using all of Trinity materials and our IT systems on expiry or termination of the contract. If any exam booking is in progress we would ask that your centre continues to take care of all remaining candidates and finish off the administration of scheduled exams. This means that if the contract is scheduled to terminate in March, and you still have candidate appeals pending in April, we would ask that you continue to liaise with us and respond to candidate enquiries in the normal way until all outstanding matters have been dealt with.

#### Clause 11.1

#### **Can we change the terms of the contract after it has been signed?**

The contract cannot be changed unless both parties agree to the change in writing and sign the corresponding variation document. Changes to exams/exam venues can be made through the application forms - see Clause 1.4 / 1.5.

#### Clause 11.2

#### **What does clause 11.2 mean?**

If any condition becomes invalid because of a change of law in England or is not enforceable in a given country, this clause is designed to ensure that the remaining terms and conditions of the contract are still valid, rather than the whole contract becoming null and void.

#### Clause 11.4

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**What are the consequences in the event of a breach of contract?**

This clause explains that damages alone may not be an effective remedy for a breach of contract. So, for example, if you were infringing Trinity's intellectual property, Trinity might seek a court order to prevent you from doing so in addition to seeking damages for the misuse.

**Clause 11.9****Why does this clause refer to an 'entire agreement'?**

This clause is designed to give each party certainty over the terms of the contract — all agreed commercial and legal terms are set out clearly in the contract and replace any terms that might have been agreed prior to this. In cases where a commercial term (for example, the details of our minimum booking fees) or a particular process (for example, our scheduling processes) are set out in subordinate documentation because they may be subject to change throughout the life of the contract or would otherwise be too lengthy to set out in the contract itself, this contract will expressly refer to this.

**Clause 11.12****Why does the English version of the contract prevail?**

This clause applies where a translation of the contract has been provided by Trinity. While we have taken reasonable care to provide translations as close as possible to the original, the English version of this contract will prevail. Please also note that, as Trinity is an exam board based in England, our contract is governed by English law.