

Centre Contract General Terms Quality Assurance Standards

Version 1.1

Last modified 29-May-2025

For external use

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1. Definitions and Interpretation

1.1. The following definitions and rules of interpretation apply to the Centre Contract.

Applicable Laws	all applicable laws, statutes, regulations and codes from time to time in force in any relevant country or territory;
Approval Date	the date of Centre Approval;
Approval Fees	the fees charged by City & Guilds to the Centre as part of the centre approval process or the qualification approval process (as the case may be);
Approved Centre Logo	the "City & Guilds Approved Centre" logo or words or the "ILM Approved Centre" logo or words (as the case may be);
Assessment Materials	any materials in whatever format published and/or adopted by City & Guilds (as updated and amended) and made available or provided to the Centre by City & Guilds from time to time for the sole purpose of the formal summative assessment of a Learner;
Associate Privacy Policy	City & Guilds' <u><i>Associate Privacy Policy</i></u> (as updated and amended) made available by City & Guilds from time to time;
Centre	the centre approved by City & Guilds as identified on the CAP;
Centre Approval	the written approval conferred by City & Guilds to confirm that the Centre has met the overall quality assurance standard required by City & Guilds in order to deliver Qualifications;
Centre Approval Form (CAP)	the form which an applicant for Centre Approval must complete as part of the centre approval process;
Centre Assessment Document	City & Guilds' <i>City & Guilds/ ILM Quality Assurance Standards: Centre Assessment Document</i> (as updated and amended) made available by City & Guilds from time to time;

Centre Contract General Terms	these general terms and conditions;
Centre Handbook	City & Guilds' <i>City & Guilds / ILM Quality Assurance Standards: Centre Handbook</i> (as updated and amended) made available by City & Guilds from time to time;
Centre Update Form (CU)	<p>the form which the Centre must complete and submit to the dedicated City & Guilds Quality Delivery Team whenever:</p> <ul style="list-style-type: none"> • there has been any changes to the Centre's Centre details, as there has been a change affecting the information provided by the Centre on the CAP, any QAP or any previous CU; or • there has been a change to the Centre or a Satellite (if any) which may affect its ability to meet any requirements for delivery and/or examination or assessment for Qualifications; or • there is a potential issue which may affect the Centre's or a Satellite's (if any) ability to meet any requirements for delivery and/or examination or assessment for Qualifications; and/or • the Centre wishes to start operating a Satellite (or additional Satellite) under Qualification Approval from time to time;
City & Guilds	The City and Guilds of London Institute (including where trading under the ILM Brand);
City & Guilds Materials	any materials in whatever format (excluding the Assessment Materials) published and/or adopted by City & Guilds (as updated and amended) and made available or provided to the Centre by City & Guilds from time to time for the sole purpose of the teaching or formative assessment of a Learner;
Confidential Information	any information of either City & Guilds (or its Group Companies) or the Centre relating to trade secrets, plans, intentions, product information, know-how, financial information or affairs, communicated in any form and/or using any media which is marked as confidential or which might reasonably be considered to be confidential in nature;
Customer Privacy Policy	City & Guilds' <i>Customer Privacy Policy</i> (as updated and amended) made available by City & Guilds from time to time;

Customer Service Statement	City & Guilds' <i>Customer Service Statement</i> (as updated and amended) made available by City & Guilds from time to time;
Data Protection Law	<p>means:</p> <ul style="list-style-type: none"> the UK GDPR and the Data Protection Act 2018; and any other Applicable Laws relating to processing of personal data and privacy in any relevant country or territory. <p>"UK GDPR" shall be the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.</p> <p>"controller", "processor", "data subject", "personal data", "processing" and "special category data" shall be as defined in the UK GDPR;</p>
Digital Credential	a verified, visual representation of knowledge and skills earned in various learning environments;
Digital Credential Provider	the third party whose digital credentialling service is used by City & Guilds to issue Digital Credentials from time to time;
Fees	the fees charged by City & Guilds to the Centre, as set out in the <i>City & Guilds and ILM UK Centre Charges List</i> published by City & Guilds (as updated and amended) and made available by City & Guilds from time to time;
Financial Year	from 1 September to 31 August each year;
Group Company	<p>a company which is a subsidiary, holding company or ultimate holding company of City & Guilds, or any company which is a subsidiary of any such subsidiary, holding company or ultimate holding company.</p> <p>"subsidiary" and "holding company" shall be as defined in section 1159 of the Companies Act 2006;</p>
ILM Brand	the initials "ILM" under which City & Guilds offers leadership and management qualifications;

Intellectual Property Rights	rights in and to all inventions (whether patentable or not), patents, designs (both registered and unregistered), copyright, database rights, rights in computer software, trade and service marks (both registered and unregistered) and any other intellectual property right or sui generis rights, together with all rights to the grant of and applications for the same and the right to issue proceedings for passing off, and including all similar or analogous rights throughout the world and all future rights of such nature;
Learner	an individual who is registered with City & Guilds to undertake a Qualification;
Learner Data	any personal data relating to a Learner (including the types of data set out under clause 9.2);
Learner Privacy Policy	City & Guilds' <i><u>Learner Privacy Policy</u></i> (as updated and amended) made available by City & Guilds from time to time;
Malpractice Policy	City & Guilds' <i>Managing cases of suspected malpractice in examinations and assessments</i> (as updated and amended) made available by City & Guilds from time to time;
Minimum Spend Threshold	the minimum spend threshold, as set out in the <i>City & Guilds and ILM UK Centre Charges List</i> published by City & Guilds (as updated and amended) and made available by City & Guilds from time to time;
Policy	<p>any policies, procedures, processes and regulations applicable or relating to Centre Approval and Qualification Approval published and/or adopted by City & Guilds (as updated and amended) and made available by City & Guilds from time to time, including:</p> <ul style="list-style-type: none"> • City & Guilds' <i>Centre Handbook</i>; • City & Guilds' <i>Centre Assessment Document</i>; • <i>JCQ Instructions for conducting examinations</i>; • City & Guilds' <i>Malpractice Policy</i>; • the codes of practice of any relevant regulatory authority; and

	<ul style="list-style-type: none"> any other information, guidance or documentation supporting delivery, examination, assessment or quality assurance of any City & Guilds qualifications or specifying procedures, processes and regulations which may be specific to a particular Qualification;
Qualification	a City & Guilds programme of study or an ILM programme of study (as the case may be) for which City & Guilds has approved the Centre;
Qualified Logo	the “City & Guilds Qualified” logo or the “ILM Qualified” logo (as the case may be) available to Learners who have achieved a Level 2 – Level 8 Qualification (or as otherwise published and made available by City & Guilds from time to time in relation to a particular Qualification);
Qualification Approval	the written approval conferred by City & Guilds to confirm that the Centre has met the standard required by City & Guilds for the delivery of a Qualification or group of related Qualifications and/or to carry out examinations, assessments and/or assessments of practical competences, regardless of whether the Qualification or group of related Qualifications is delivered, examined and/or assessed by the Centre or a Satellite (if any) from time to time;
Qualification Approval Form (QAP)	the form which the Centre must complete as part of the qualification approval process if it wishes to add a Qualification or group of related Qualifications to those which it already offers; and
Satellite	a training centre or campus and/or examination or assessment site which is associated with the Centre, which has been approved to deliver a Qualification or group of related Qualifications and/or to carry out examinations, assessments and/or assessments of practical competences, under Qualification Approval from time to time, and which is considered part of the Centre for quality assurance purposes.

1.2. Interpretation

- 1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2. A reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.3. Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 1.2.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.2.5. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.2.6. Any words following the terms “**including**”, “**include**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.7. Clause and paragraph headings shall not affect the interpretation of the Centre Contract.

2. The Centre Contract

2.1. The agreement between City & Guilds and the Centre consists of:

- 2.1.1.** the CAP;
- 2.1.2.** these Centre Contract General Terms;
- 2.1.3.** the Policies;
- 2.1.4.** any QAP(s); and
- 2.1.5.** the qualification handbook(s) for Qualification(s) (as updated and amended from time to time)

(**“Centre Contract”**).

2.2. If there is any conflict between these Centre Contract General Terms and any Policy, the provisions of these Centre Contract General Terms shall prevail.

3. Term

- 3.1.** The Centre Contract between City & Guilds and the Centre shall start on the Approval Date and shall continue in force until either party terminates the Centre Contract in accordance with these Centre Contract General Terms.
- 3.2.** For the avoidance of doubt, termination of the Centre Contract shall equate to termination of Centre Approval (and all Qualification Approvals).

4. Obligations of the Centre

4.1. The Centre shall:

- 4.1.1.** comply at all times with the Policies;
- 4.1.2.** upon request, provide to City & Guilds, its Group Companies and/or relevant regulatory authorities as soon as practicable and at no charge: (1) any information and data, including Learner Data, which City & Guilds, its Group Companies and/or a relevant regulatory authority may request; and/or (2) access to the Centre's or a Satellite's (if any) premises, for the purpose of checking that the Centre has complied or is complying with the Centre's obligations under the Centre Contract, and the Centre hereby acknowledges that any of City & Guilds, its Group Companies or a relevant regulatory authority may request information and data or access from the Centre for such purpose from time to time;
- 4.1.3.** assist City & Guilds to carry out any reasonable monitoring activities which City & Guilds may undertake or require from time to time;
- 4.1.4.** assist any relevant regulatory authority in any investigation which the regulatory authority may undertake from time to time for the purposes of performing the regulatory authority's statutory or regulatory functions;
- 4.1.5.** retain a workforce of appropriate size and competence to perform the Centre's obligations under the Centre Contract (including, for the avoidance of doubt, delivery of all Qualifications);
- 4.1.6.** have available sufficient managerial and other resources to enable the Centre effectively and efficiently to perform the Centre's obligations under the Centre Contract (including, for the avoidance of doubt, delivery of all Qualifications);
- 4.1.7.** operate a complaints handling procedure or appeals process for the benefit of Learners;
- 4.1.8.** immediately disclose in writing to City & Guilds any conflict of interest which arises or may arise between the Centre's status as a Centre and any other activities which the Centre may undertake;

- 4.1.9. take all reasonable steps to identify and minimise the risk of an occurrence of any incident of malpractice (including maladministration), and inform City & Guilds on becoming aware of an incident in accordance with City & Guilds' *Malpractice Policy*;
- 4.1.10. remain at all times responsible to City & Guilds for any malpractice (including maladministration) involving Centre staff and/or Learners;
- 4.1.11. implement and comply with any actions (as may be agreed between the parties in an action plan or otherwise set by City & Guilds in accordance with the relevant Policy (including, for the avoidance of doubt, City & Guilds' *Centre Assessment Document* and/or City & Guilds' *Malpractice Policy*)) within the prescribed timescale;
- 4.1.12. implement and comply with any special conditions, penalties or sanctions imposed or applied by City & Guilds in accordance with: (1) City & Guilds' *Centre Assessment Document*; and/or (2) City & Guilds' *Malpractice Policy*, within the prescribed timescale;
- 4.1.13. comply at all times with Applicable Laws relevant to its obligations under the Centre Contract and/or relating to its status as an approved Centre of City & Guilds (including, for the avoidance of doubt, the Equality Act 2010 and any other law, statute, regulation and code relating to equality, and any law, statute, regulation and code relating to health and safety);
- 4.1.14. not hold itself out as in anyway legally entitled to bind City & Guilds or enter into any contractual obligation on behalf of City & Guilds;
- 4.1.15. not offer, accept or receive, or agree to give or offer any person, or agree to accept or receive from any person, any gift or other consideration which could act as an inducement or a reward for any improper act or failure to act connected to the activities of the Centre;
- 4.1.16. not offer or promote any City & Guilds qualifications for which the Centre has not received or no longer holds Qualification Approval;

- 4.1.17. whenever describing a Qualification on any materials in whatever format, use the full title of the Qualification as stipulated by City & Guilds;
- 4.1.18. not offer a Qualification and/or any examination or assessment for a Qualification at any location other than the Centre or a Satellite (if any), without the prior consent of City & Guilds;
- 4.1.19. not operate a Satellite without the prior approval of City & Guilds and, where City & Guilds confers approval for the operation of a Satellite (whether on conferral of Qualification Approval itself or by way of prior consent following City & Guilds' receipt of a CU from the Centre after Qualification Approval) at any time, the Centre shall:
 - 4.1.19.1. ensure that its Satellite complies with the Policies;
 - 4.1.19.2. actively monitor compliance by its Satellite in accordance with the Policies; and
 - 4.1.19.3. remain primarily liable to City & Guilds for the errors and omissions of its Satellite; and
- 4.1.20. inform City & Guilds (by completing and submitting a CU):
 - 4.1.20.1. in a timely manner of: (1) any changes to the Centre's details, whenever there has been a change affecting the information provided by the Centre on the CAP, any QAP or any previous CU; or (2) there being a change to the Centre or a Satellite (if any) which may affect its ability to meet any requirements for delivery and/or examination or assessment for Qualifications; or (3) there being any potential issue which may affect the Centre's or a Satellite's (if any) ability to meet any requirements for delivery and/or examination or assessment for Qualifications; and/or
 - 4.1.20.2. if the Centre wishes to start operating a Satellite (or additional Satellite) under Qualification Approval.

4.2. The Centre hereby warrants and undertakes to City & Guilds that:

- 4.2.1. it is free to enter into the Centre Contract and is not bound by, and not aware of, any circumstances which would prevent it from complying with the Centre Contract;

- 4.2.2. all information supplied by the Centre for the purposes of Centre Approval and Qualification Approval is complete, genuine and accurate;
- 4.2.3. it shall perform its obligations under the Centre Contract with due care, skill and diligence and ensure that its personnel shall have the necessary professional capabilities, qualifications, experience, skills and expertise; and
- 4.2.4. it shall take all reasonable steps to ensure that City & Guilds is able to comply with City & Guilds' regulatory requirements as an awarding organisation.

4.3. The Centre also hereby acknowledges and agrees that City & Guilds may use Learner work from time to time for the purpose of standardisation and benchmarking to evaluate standards of City & Guilds qualifications.

5. Obligations of City & Guilds

5.1. City & Guilds shall use reasonable endeavours to:

- 5.1.1. deal with the Centre in accordance with City & Guilds' *Customer Service Statement* and the Policies;
- 5.1.2. provide reasonable guidance, information and support to the Centre on the delivery of a Qualification, including the administrative, examination, assessment and quality assurance requirements necessary to ensure compliance with the criteria for Centre Approval or Qualification Approval; and
- 5.1.3. issue a Digital Credential to those Learners who have been awarded their Qualification, provided that, as the parties hereby acknowledge, in order for City & Guilds to issue the Digital Credential to Learners:

- 5.1.3.1. City & Guilds must have received the Learner's personal email address from the Centre at the time of Learner registration; and
- 5.1.3.2. City & Guilds must transfer the Learner's personal data to the Digital Credential Provider.

5.2. City & Guilds shall take all reasonable steps to protect the interests of Learners in the event of termination of the Centre Contract (and therefore Centre Approval) or any Qualification Approval.

6. Fees

- 6.1. City & Guilds reserves the right to review and amend the Fees at any time, but any amendments to Fees shall not affect any order or purchase the Centre has already placed or made prior to such amendment.
- 6.2. The Centre shall pay:
 - 6.2.1. the Approval Fees on a non-refundable basis as part of the centre approval process and any qualification approval process and in advance of any visit arrangements being made or Centre Approval or Qualification Approval (as the case may be) being conferred by City & Guilds; and
 - 6.2.2. all other Fees by direct debit or within **thirty (30) days** of the date of invoice.
- 6.3. Any and all expenses, costs, and charges incurred by the Centre in the performance of its obligations under the Centre Contract shall be paid by the Centre, unless City & Guilds has expressly agreed beforehand in writing to pay any such expenses, costs or charges.
- 6.4. The Fees and any other payments due to City & Guilds exclude any applicable Value Added Tax ("**VAT**") or other applicable sales tax which City & Guilds shall add to City & Guilds' invoices at the appropriate rate.
- 6.5. Except where the payment is subject to a bona fide dispute, if the Centre fails to make any payment due to City & Guilds under the Centre Contract by the due date for payment, City & Guilds reserves the right to:

- 6.5.1. withhold the issue of, or access to, any City & Guilds Materials, and suspend or revoke the Centre's licence to use any City & Guilds Materials granted under clause 8.2; and/or
- 6.5.2. suspend the registration of new Learners; and/or
- 6.5.3. charge interest on the overdue amount at the rate of **4%** per annum above the base rate of the Bank of England from time to time, such interest to accrue on a daily basis from the due date until the date of actual payment of the overdue amount (whether before or after judgment); and/or
- 6.5.4. serve notice to suspend Centre Approval and/or any Qualification Approval under clause 12; and/or
- 6.5.5. terminate the Centre Contract (and therefore Centre Approval) or any Qualification Approval by serving notice under clause 13, and (where City & Guilds serves notice of termination) for any period from the notice to the effective date of termination, City & Guilds shall suspend the registration of new Learners and shall charge the Centre at its standard rates for any services provided to the Centre in relation to those Learners registered with City & Guilds as at the date of the notice of termination.

6.6. After the end of each Financial Year, City & Guilds shall calculate the total Fees paid by the Centre during that Financial Year and, where the total Fees are below the Minimum Spend Threshold, City & Guilds reserves the right to charge the Centre for the amount by which the total Fees for that Financial Year falls below the Minimum Spend Threshold for that Financial Year.

7. Intellectual Property Rights – Trade Marks

- 7.1.** The Intellectual Property Rights in and to the Approved Centre Logos, Qualified Logos and any other trade marks, trade names and/or logos owned by City & Guilds (including where trading under the ILM Brand) shall at all times remain the intellectual property of City & Guilds.
- 7.2.** Any goodwill derived from the use by the Centre of an Approved Centre Logo from time to time shall belong to City & Guilds and City & Guilds may, at any time, request an assignment of such goodwill from the Centre and the Centre shall immediately execute such assignment on request.
- 7.3.** City & Guilds hereby grants to the Centre a non-exclusive, non-transferable, revocable, royalty free licence to use the applicable Approved Centre Logo in the United Kingdom in accordance with clause 7.4 from the Approval Date until, subject to clauses 7.5 and 12.2.3, the earlier of: (1) termination of the Centre Contract (and therefore Centre Approval); and (2) expiry of two (2) years from the date of last registration of a Learner by the Centre with City & Guilds, provided that the Centre shall:
 - 7.3.1.** only use the Approved Centre Logo provided by City & Guilds to the Centre (as updated) from time to time, and not obtain the Approved Centre Logo from any other source;
 - 7.3.2.** only use the Approved Centre Logo in the form provided by City & Guilds to the Centre (as updated) from time to time and in accordance with any guidelines for use of the Approved Centre Logo (as updated) from time to time notified to the Centre by City & Guilds;
 - 7.3.3.** not use the Approved Centre Logo for any purpose other than as permitted under clause 7.4, without the prior consent of City & Guilds;

- 7.3.4. not use the Approved Centre Logo in such a way as is likely to be misleading (including as to the Qualifications for which City & Guilds has approved the Centre or as to the relationship between City & Guilds and the Centre), or to bring into disrepute City & Guilds, the Qualifications or any City & Guilds qualifications for which the Centre has not received or no longer holds Qualification Approval;
- 7.3.5. not assign, transfer, sublicense or in any way dispose of the Centre's rights under the licence granted under this clause, nor authorise any third party (other than a Satellite (if any)) to use the Approved Centre Logo;
- 7.3.6. not attempt to make any trade mark application in relation to the Approved Centre Logo;
- 7.3.7. not use the Approved Centre Logo in such a way as to suggest that the Centre is in any form of partnership or joint venture with City & Guilds;
- 7.3.8. not use the Approved Centre Logo on any certification which the Centre itself may issue to Learners, nor on any hand-outs, printed publications or other materials in whatever format which the Centre may itself sell or charge to Learners, in relation to a Qualification;
- 7.3.9. ensure that the following applicable trade mark notice (or any other notice City & Guilds requires from time to time) appears on any item on which the Approved Centre Logo appears where: (1) the Centre uses a notice for its own trade marks on the item; or (2) any guidelines for use of the Approved Centre Logo notified to the Centre by City & Guilds from time to time require it; or (3) City & Guilds otherwise requires it from time to time as notified to the Centre:

"City & Guilds is a trade mark of The City and Guilds of London Institute and is used under licence. City & Guilds Approved Centre Logo © City & Guilds 2017."

"ILM is a trade mark of The City and Guilds of London Institute and is used under licence. ILM Approved Centre Logo © City & Guilds 2017."

- 7.3.10. ensure that, if it uses the Approved Centre Logo on any intranet site pages or website pages, the Centre uses it as an icon to link to: (1) www.cityandguilds.com; or (2) www.i-l-m.com (as the case may be) (or such other website notified to the Centre by City & Guilds from time to time);
- 7.3.11. keep copies and records of any and all items on which the Approved Centre Logo appears from time to time, and on request of City & Guilds immediately provide copies of, and/or access to, any such item; and
- 7.3.12. report any infringements relating to the use of the Approved Centre Logo of which the Centre becomes aware to City & Guilds without undue delay, and, where City & Guilds, at City & Guilds' sole discretion, decides to take action in respect of any such infringement, provide City & Guilds with such assistance as City & Guilds reasonably requires.

7.4. The Centre may use the Approved Centre Logo on the Centre's stationery, promotional material, prospectuses, signage, exhibition stands, press advertisements, social media accounts, intranet site pages and website pages which are used, distributed in and/or directed at the United Kingdom for the sole purpose of advertising the Centre's status as a Centre.

- 7.5.** City & Guilds may terminate the licence granted under clause 7.3 at any time. On expiry or termination of the licence granted under clause 7.3 for whatever reason: (1) the Centre's rights under the licence shall cease immediately; (2) the Centre and its Satellites (if any) shall cease all use of the Approved Centre Logo immediately (including by ceasing to distribute any items on which the Approved Centre Logo appears and by removing the Approved Centre Logo from any intranet site pages and website pages on which it appears); and (3) City & Guilds may require, at City & Guilds' sole discretion, the immediate destruction or alteration of any materials, stock or records, communicated in whatever format and/or using whatever media, upon which the Approved Centre Logo appears (including by way of requiring its removal from any intranet site pages and website pages), and any copies of the Approved Centre Logo thereon.
- 7.6.** The Centre shall not use any trade mark, trade name and/or logo of City & Guilds (including any under, or incorporating, the ILM Brand) or its Group Companies other than the Approved Centre Logo, without the prior consent of City & Guilds.
- 7.7.** Where a Qualified Logo is available in relation to a Qualification, the Centre shall inform Learners that if they wish to use the Qualified Logo from time to time, Learners must first request a licence from City & Guilds to use the Qualified Logo, and not obtain the Qualified Logo from any other source. Learners can request a licence by emailing City & Guilds at logo@cityandguilds.com.

8. Intellectual Property Rights - City & Guilds Materials and Assessment Materials and other materials

8.1. The Intellectual Property Rights in and to the Qualifications, City & Guilds Materials, Assessment Materials, and any other materials in whatever format made available or provided to the Centre by or on behalf of City & Guilds shall at all times (as between the parties) remain the intellectual property of City & Guilds.

8.2. City & Guilds hereby grants to the Centre a non-exclusive, non-transferable, revocable, royalty-free licence to use any City & Guilds Materials and/or Assessment Materials in the United Kingdom in accordance with this clause 8.2 from the Approval Date until, subject to clauses 8.5 and 12.3, the earlier of: (1) termination of the Centre Contract (and therefore Centre Approval); and (2) expiry of two (2) years from the date of last registration of a Learner by the Centre with City & Guilds, provided that the Centre shall:

- 8.2.1.** not sell or otherwise charge for the use of the City & Guilds Materials and/or Assessment Materials;
- 8.2.2.** not alter the City & Guilds Materials and/or Assessment Materials in any way, nor use them in a derogatory manner or a misleading context;
- 8.2.3.** not use the City & Guilds Materials and/or Assessment Materials for any purpose other than that set out in clause 8.3 or 8.4 (as the case may be), without the prior consent of City & Guilds;
- 8.2.4.** not assign, transfer, sublicense or in any way dispose of the Centre's rights under the licence granted under this clause 8.2, nor authorise any third party (other than a Satellite (if any)) to use the City & Guilds Materials and/or Assessment Materials;
- 8.2.5.** only use the most up-to-date edition of the City & Guilds Materials and/or Assessment Materials as published and/or adopted by City & Guilds and made available or provided to the Centre by City & Guilds from time to time;

- 8.2.6. not convert the City & Guilds Materials and/or Assessment Materials for storage and retrieval in electronic form, store the City & Guilds Materials and/or Assessment Materials on, nor have the City & Guilds Materials and/or Assessment Materials appear on, any electronic system or platform (including, for the avoidance of doubt, any intranet site or e-learning or e-assessment system (as the case may be)) without the prior consent of City & Guilds and ensuring that:
- 8.2.6.1. on any publication and/or adoption of a new edition of the City & Guilds Materials and/or Assessment Materials and its being made available or provided to the Centre by City & Guilds (as the case may be), the Centre removes the previous edition and replaces it with the updated and amended edition as soon as reasonably possible;
 - 8.2.6.2. in the case of the City & Guilds Materials, the electronic system or platform is accessible only to its Satellites (if any), officers, employees, agents, subcontractors and Learners; and
 - 8.2.6.3. in the case of the Assessment Materials, the electronic system or platform is accessible only to its (or its Satellites' (if any)) assessors and other personnel involved in the administration of the assessment for the relevant Qualification and Learners during the specified period of formal summative assessment; and
 - 8.2.6.4. it removes or replaces the City & Guilds Materials and/or Assessment Materials stored or appearing on the system or platform immediately on request of City & Guilds; and
- 8.2.7. on request of City & Guilds immediately provide access to any copies of the City & Guilds Materials and/or Assessment Materials held by the Centre or a Satellite (if any) and to any electronic system or platform on which the City & Guilds Materials and/or Assessment Materials are held or accessible;
- 8.2.8. not make copies of the City & Guilds Materials and/or Assessment Materials except as strictly permitted in the case of City & Guilds Materials as set out in clause 8.3;

- 8.2.9. not make public, in any format, the City & Guilds Materials and/or Assessment Materials (whether in whole or in part), nor share them (whether in whole or in part) with any third party (other than a Satellite (if any)); and
- 8.2.10. ensure that its Satellites (if any), officers, employees, agents and subcontractors are: (i) aware of and comply with the terms on which the City & Guilds Materials and/or Assessment Materials may be used (or copied in the case of City & Guilds Materials); and (ii) made aware of any termination of the licence granted under this clause 8.2 from time to time (if applicable).

8.3. The Centre may use City & Guilds Materials for the sole purpose of the teaching or formative assessment of a Learner, provided that the Centre shall:

- 8.3.1. at all times use the City & Guilds Materials only in accordance with any specific requirements set out in the relevant qualification handbook for a Qualification; and
- 8.3.2. only make copies of the City & Guilds Materials if:
 - 8.3.2.1. the copies are for the Centre's Learners and for this purpose;
 - 8.3.2.2. such copies are reasonable for this purpose; and
 - 8.3.2.3. the copies include the following copyright notice on any such copies:
"Copyright © The City and Guilds of London Institute [*date as given in the document concerned*]";

and City & Guilds may withdraw this right to make copies of City & Guilds Materials on reasonable notice.

8.4. The Centre may use Assessment Materials for the sole purpose of assessing a Learner, provided that the Centre shall at all times:

- 8.4.1. use the Assessment Materials:

- 8.4.1.1. only in accordance with: (1) the Joint Council for Qualifications Instructions for Conducting Examinations Regulations; and (2) any specific requirements set out in the relevant qualification handbook for a Qualification; and
- 8.4.1.2. solely for the purpose of the formal summative assessment of a Learner leading to the claiming of a component and/or award of a Qualification and not for any other purpose under any circumstances (including for teaching, revision, learning, as practice assessments used for formative assessment or for commercial purposes);
- 8.4.2. keep the Assessment Materials held securely and accessible only to its (or its Satellites' (if any)) assessors and other personnel involved in the administration of the assessment for the relevant Qualification;
- 8.4.3. ensure that only the relevant learner sections of the Assessment Materials are accessible to Learners and accessible only during the specified period of formal summative assessment;
- 8.4.4. ensure that Learner portfolios do not contain the Assessment Materials (unless otherwise specified) although, for the avoidance of doubt, nothing shall prevent such Learner portfolios from containing assessment results referenced to the formal summative assessment; and
- 8.4.5. not make public, in any format, the Assessment Materials (whether in whole or in part), nor under any circumstances share them (whether in whole or in part) with any third party (other than a Satellite (if any)).

8.5. City & Guilds may terminate the licence granted under clause 8.2 at any time. On expiry or termination of the licence granted under clause 8.2 for whatever reason: (1) the Centre's rights under the licence shall cease immediately; (2) the Centre and its Satellites (if any) shall cease all use of the City & Guilds Materials and/or Assessment Materials (as the case may be) immediately; and (3) City & Guilds may require, at City & Guilds' sole discretion, the immediate destruction, alteration or return of any City & Guilds Materials and/or Assessment Materials (as the case may be), and copies thereof.

9. Data Protection

9.1. For the purposes of Data Protection Law, City & Guilds and the Centre are independent controllers of personal data, and each party shall comply with its respective obligations under Data Protection Law.

9.2. In relation to personal data, the Centre shall:

9.2.1. collect and transfer to City & Guilds such personal data as City & Guilds reasonably requires for the purposes of the Centre Contract from time to time, including the following types of Learner Data:

- 9.2.1.1. Learner name, date of birth and gender;
- 9.2.1.2. Learner addresses, email addresses and telephone numbers;
- 9.2.1.3. information required in relation to a particular Qualification;
- 9.2.1.4. information required as part of City & Guilds' quality assurance processes, an investigation, appeal or complaint; and
- 9.2.1.5. information required to determine and/or provide reasonable adjustments to a Learner;

9.2.2. inform

- 9.2.2.1. Learners in writing of the personal data that the Centre collects and processes and the purposes for which it is collected and processed (including the transfer of Learner Data to City & Guilds and the Digital Credential Provider for the purposes of the Centre Contract and as set out in City & Guilds' *Learner Privacy Policy*) in accordance with Data Protection Law; and
- 9.2.2.2. Centre and/or its Satellites (if any) staff involved with Centre Approval or Qualification Approval in writing of the personal data that the Centre and/or such Satellites collect and process and the purposes for which it is collected and processed (including the transfer of personal data relating to them to City & Guilds for the purposes of the Centre Contract and as set out in: (1) (in the case of third party individuals engaged by the Centre or such Satellites) City & Guilds' *Associate Privacy Policy*; and (2) (in the case of the Centre's or such Satellites' employees) City & Guilds' *Customer Privacy Policy*);

- 9.2.3. at the time of Learner registration, direct Learners to City & Guilds' *Learner Privacy Policy*;
- 9.2.4. at the time of their involvement with Centre Approval or Qualification Approval, direct:
 - 9.2.4.1. third party individuals engaged by the Centre and/or its Satellites (if any) to City & Guilds' *Associate Privacy Policy*; and
 - 9.2.4.2. the Centre's and/or its Satellites' (if any) employees to City & Guilds' *Customer Privacy Policy*;
- 9.2.5. ensure that the Centre has a lawful basis for the transfer of any special category data relating to Learners to City & Guilds in accordance with the requirements for processing personal data under Data Protection Law (including by the Centre's obtaining the explicit consent (in accordance with the requirements for consent) of Learners to the transfer if required by City & Guilds from time to time), and (in the case that City & Guilds from time to time requires the Centre to obtain the explicit consent of Learners to the transfer of any special category data relating to them to City & Guilds) the Centre shall promptly provide City & Guilds with relevant evidence of consents upon City & Guilds' request at any time;;
- 9.2.6. maintain, and keep up-to-date, a record of the Centre's processing activities in accordance with Data Protection Law; and
- 9.2.7. implement appropriate technical and organisational measures against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, personal data.

9.3. In relation to personal data, City & Guilds shall:

- 9.3.1.** process personal data in accordance with relevant City & Guilds' Privacy Policies and/or as otherwise permitted under Data Protection Law;
- 9.3.2.** maintain, and keep up-to-date, a record of City & Guilds' processing activities in accordance with Data Protection Law; and
- 9.3.3.** implement appropriate technical and organisational measures against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, personal data.

9.4. The parties hereby acknowledge and agree that where Learners have been awarded their Qualification, provided that City & Guilds has received a Learner's personal email address from the Centre at the time of Learner registration:

- 9.4.1.** City & Guilds shall transfer personal data to the Digital Credential Provider, which for the purposes of Data Protection Law will act as a processor of City & Guilds, in order for City & Guilds to issue the Digital Credential to Learners;
- 9.4.2.** City & Guilds may transfer personal data to City & Guilds South Asia, a Group Company located in India, which for the purposes of Data Protection Law will act as a processor of City & Guilds; and
- 9.4.3.** when transferring personal data outside the United Kingdom, City & Guilds shall ensure that any such transfers are made in accordance with Data Protection Law (including by City & Guilds' putting in place appropriate safeguards where necessary).

9.5. If either party becomes aware of any unauthorised or unlawful processing of, or accidental loss or destruction of, or damage to, personal data in connection with the Centre Contract, it shall notify the other party without undue delay, and provide the other party with reasonable co-operation and assistance in relation to:

- 9.5.1.** investigating such processing, loss, destruction or damage;

- 9.5.2. mitigating any possible adverse effects to data subjects caused by such processing, loss, destruction or damage; and
- 9.5.3. determining whether the processing, loss, destruction or damage is required to be notified to the United Kingdom's Information Commissioner (or any other relevant supervisory authority or regulatory authority) and/or communicated to any data subject in accordance with Data Protection Law.

9.6. If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data by the other party in connection with the Centre Contract, it shall notify the other party without undue delay, and provide the other party with reasonable co-operation and assistance in relation to investigating any such complaint, notice or communication.

9.7. The Centre shall defend, indemnify and hold harmless City & Guilds, its Group Companies, and their respective officers, employees, agents and subcontractors (each an "**Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal and professional fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against such Indemnified Party arising out of or resulting from the Centre's or its Satellites' (if any) failure to comply with Data Protection Law.

10. Confidentiality

10.1. City & Guilds and the Centre shall each:

- 10.1.1. keep the Confidential Information of the other party confidential;
- 10.1.2. use the Confidential Information of the other party only as strictly necessary to perform its obligations under the Centre Contract;
- 10.1.3. not disclose (without the other party's prior consent) any Confidential Information of the other party except: (1) to the Centre's Satellites (if any); or (2) to its officers, employees, agents, subcontractors or professional advisers who strictly need to know such information; or (3) as may be required by law, court order or any governmental or regulatory authority; and
- 10.1.4. ensure that: (1) (in the case of the Centre) its Satellites (if any); and (2) its officers, employees, agents, subcontractors and professional advisers to whom it discloses Confidential Information comply with obligations of confidentiality equivalent to those set out in this clause.

11. Limitation of Liability

- 11.1. Nothing in the Centre Contract limits or excludes the liability of either party for: (1) death or personal injury caused by negligence; or (2) fraud or fraudulent misrepresentation; or (3) any other liability for which liability may not by law be limited or excluded.
- 11.2. Subject to clause 11.1, City & Guilds shall not be liable to the Centre (or its Satellites (if any)) for: (1) loss of profits, business, anticipated savings, goods or contract; or (2) loss or depletion of goodwill or reputation; or (3) wasted expenditure; or (4) loss or corruption of data or information; or (5) any liabilities, losses, costs, damages, charges, expenses or claims incurred by the Centre arising from, or in connection with, any delay, prevention or hindering of City & Guilds' performance of City & Guilds' obligations under the Centre Contract if such delay, prevention or hindering is caused by any act or omission of the Centre or its Satellites (if any), officers, employees, agents or subcontractors; or (6) any liabilities, losses, costs, damages, charges, expenses or claims incurred by the Centre arising out of, or in connection with, any digital credentialing services and/or other services which the Centre or Learners may receive from the Digital Credential Provider from time to time independent of the Centre Contract; (7) any liabilities, losses, costs, damages, charges, expenses or claims incurred by the Centre arising from, or in connection with, City & Guilds exercising City & Guilds' rights under clauses 6.5 or 12.2; or (8) any special, indirect or consequential liabilities, losses, costs, damages, charges, expenses or claims.
- 11.3. Subject to clause 11.1, the total liability of City & Guilds to the Centre (and its Satellites (if any)) for any liabilities, losses, costs, damages, charges, expenses or claims of any kind arising from, or in connection with, the Centre Contract shall not exceed **125%** of the Fees paid to City & Guilds by the Centre in the **twelve (12) months** immediately preceding the date on which liability arose.

11.4. The Centre shall be liable to City & Guilds for, and shall make good any loss which City & Guilds incurs as a result of, any action, failure to act or negligence on the part of the Centre or its Satellites (if any), officers, employees, subcontractors or agents.

12. Suspension

12.1. City & Guilds may serve notice to the Centre, at City & Guilds' sole discretion at any time, suspending Centre Approval and/or any Qualification Approval (whether in whole or in part) for a period of time that City & Guilds deems appropriate, under circumstances set out in any Policy, or if required by any relevant regulatory authority, or if the Centre:

- 12.1.1. is in material or persistent breach of any of the terms of the Centre Contract (including any Policy); or
- 12.1.2. is subject to any findings of irregularities or malpractice (including maladministration) in any of its activities as a Centre; or
- 12.1.3. is subject to any allegations relating to irregularities or malpractice (including maladministration) in any of its activities as a Centre; or
- 12.1.4. is subject to an investigation by City & Guilds into a serious complaint; or
- 12.1.5. fails to implement and comply with any actions, special conditions, penalties or sanctions set, imposed or applied by City & Guilds relating to Centre Approval or Qualification Approval within the prescribed timescale; or
- 12.1.6. fails to make any payment when due in accordance with clause 6, except where the payment is subject to a bona fide dispute.

12.2. Upon suspension of Centre Approval or any Qualification Approval, City & Guilds may, subject to clause 12.3, at City & Guilds' sole discretion:

- 12.2.1. withhold the issue of, or access to, any City & Guilds Materials and/or Assessment Materials, and suspend or revoke the Centre's licence to use any City & Guilds Materials and/or Assessment Materials under clause 8.2; and/or
- 12.2.2. suspend the registration of new Learners; and/or
- 12.2.3. withhold the issue of Learner results; and/or
- 12.2.4. withhold the issue of Learner certificates; and/or
- 12.2.5. withhold the issue of *Digital Credentials*; and/or

12.2.6. suspend or revoke the licence to use the Approved Centre Logo granted under clause 7.3.

12.3. City & Guilds shall not withhold the issue of, or access to, and licence to use, Assessment Materials, withhold the issue of Learner results, withhold the issue of Learner certificates, or withhold the issue of *Digital Credentials*, if the suspension of Centre Approval or any Qualification Approval is solely due to a Centre's failure to make a payment due to City & Guilds under the Centre Contract by the due date for payment.

13. Termination

Centre Approval

- 13.1. Either party may terminate the Centre Contract (and therefore Centre Approval) at any time for any reason by providing **three (3) months'** notice to the other party.
- 13.2. City & Guilds may terminate the Centre Contract (and therefore Centre Approval) at any time immediately on notice if the Centre:
- 13.2.1. is in material or persistent breach of any of the terms of the Centre Contract (including any Policy) which, if capable of remedy, the Centre has failed to remedy within **thirty (30) days** of receiving a notice requiring it to do so or any reasonable shorter period specified in the notice; or
 - 13.2.2. has failed to implement and comply with any actions, special conditions, penalties or sanctions set, imposed or applied by City & Guilds relating to Centre Approval or Qualification Approval within the prescribed timescale; or
 - 13.2.3. has serious deficiencies in the examination or assessment process; or
 - 13.2.4. in the reasonable opinion of City & Guilds can no longer assure the appropriate level of quality of examination or assessment provision; or
 - 13.2.5. (1) ceases or threatens to cease to trade; (2) becomes bankrupt or makes any arrangement or composition with its creditors; (3) goes into liquidation; or (4) has a receiver or manager appointed over its business or any of the property or assets of its business; or
 - 13.2.6. undergoes a change of control (as defined in sections 450 and 451 of the Corporation Tax Act 2010); or

- 13.2.7. commits or has committed, or its Satellites (if any), officers, employees, agents or subcontractors commit or have committed, any act of dishonesty, or engage or have engaged in, any misconduct which in the reasonable opinion of City & Guilds brings or has brought City & Guilds into disrepute; or
- 13.2.8. has been subject to suspension of any Qualification Approval for more than **three (3) months**; or
- 13.2.9. has not registered any Learners with City & Guilds for more than two (2) years; or
- 13.2.10. has not been approved for **ninety (90) days** or more to offer at least one (1) Qualification; or
- 13.2.11. is subject to any equivalent sanction placed on the Centre by another awarding organisation; or
- 13.2.12. fails to make any payment when due in accordance with clause 6, except where the payment is subject to a bona fide dispute.

13.3. Without prejudice to clause 13.2, City & Guilds may also terminate the Centre Contract (and therefore Centre Approval) at any time immediately on notice if the Centre's Satellites (if any) are in material or persistent breach of any Policy and, if capable of remedy, the Centre has failed to remedy the breach within **thirty (30) days** of receiving a notice requiring the Centre to do so or any reasonable shorter period specified in the notice.

Qualification Approval

- 13.4.** City & Guilds may terminate a Qualification Approval at any time by providing **three (3) months'** notice to the Centre or immediately on notice if:
- 13.4.1.** for a reason set out in clause 13.2, whether relating to the Centre or its Satellites (if any); or
 - 13.4.2.** City & Guilds decides to no longer offer the Qualification.
- 13.5.** Except in relation to a Qualification Approval which is subject to a termination notice (and provided that another Qualification Approval continues to subsist notwithstanding such termination notice), the Centre Contract shall remain in full force and effect.

13.6. On termination of a Qualification Approval (but not the Centre Contract (and therefore Centre Approval)) for whatever reason, the parties shall comply with the withdrawal process set out in City & Guilds' *Centre Handbook*, and the Centre shall:

- 13.6.1.** no longer be entitled to deliver the Qualification which had been the subject of the Qualification Approval, whether at the Centre or its Satellites (if any);
- 13.6.2.** provide to City & Guilds as soon as reasonably practical all information which City & Guilds reasonably requires (including Learner Data) in connection with the Qualification Approval;
- 13.6.3.** implement and comply with any actions, special conditions, penalties or sanctions set, imposed or applied by City & Guilds in accordance with: (1) City & Guilds' *Centre Assessment Document* and/or (2) City & Guilds' *Malpractice Policy*, within the prescribed timescale;
- 13.6.4.** take all reasonable steps to protect the interests of Learners (including by complying with any requests of City & Guilds that have the purpose of enabling Learners to complete the Qualification which, as at the date of termination of Qualification Approval, they have started);
- 13.6.5.** pay to City & Guilds all money due and outstanding to City & Guilds under the Centre Contract in connection with the Qualification Approval;
- 13.6.6.** on request of City & Guilds, return to City & Guilds within **fourteen (14) days** of request, all Confidential Information and other property belonging to City & Guilds which is in the Centre's or its Satellites' (if any) possession or under the Centre's or such Satellites' control in connection with the Qualification Approval, and not retain any copies of any Confidential Information to be returned to City & Guilds; and
- 13.6.7.** on request of City & Guilds, deliver to City & Guilds within **fourteen (14) days** of request, any databases, records and materials in whatever format created, compiled and/or obtained by the Centre in connection with the Qualification Approval.

13.7. Termination of any Qualification Approval for whatever reason shall be without prejudice to the accrued rights, remedies and obligations of either party, whether arising under the Centre Contract or by operation of law.

14. Effects of Termination

14.1. Upon termination of the Centre Contract (and therefore Centre Approval) for whatever reason, the parties shall comply with the withdrawal process set out in City & Guilds' *Centre Handbook*, and the Centre shall:

- 14.1.1. no longer be entitled to deliver any Qualifications;
- 14.1.2. provide to City & Guilds as soon as reasonably practical all information which City & Guilds reasonably requires (including Learner Data);
- 14.1.3. implement and comply with any actions, special conditions, penalties or sanctions set, imposed or applied by City & Guilds in accordance with: (1) City & Guilds' *Centre Assessment Document* and/or City & Guilds' *Malpractice Policy*, within the prescribed timescale;
- 14.1.4. take all reasonable steps to protect the interests of Learners (including by complying with any requests of City & Guilds that have the purpose of enabling Learners to complete the Qualification which, as at the date of termination, they have started);
- 14.1.5. pay to City & Guilds all money due and outstanding to City & Guilds under the Centre Contract;
- 14.1.6. cease to use the Approved Centre Logo or any other trade mark, trade name or logo of City & Guilds;
- 14.1.7. on request of City & Guilds, return to City & Guilds within **fourteen (14) days** of request, all Confidential Information and other property belonging to City & Guilds which is in the Centre's or its Satellites' (if any) possession or under the Centre's or such Satellites' control in connection with the Centre Contract, and not retain any copies of any of the Confidential Information to be returned to City & Guilds; and

14.1.8. on request of City & Guilds, deliver to City & Guilds within **fourteen (14) days** of request, the Centre Approval certificate and any databases, records and materials in whatever format created, compiled and/or obtained by the Centre or its Satellites (if any) in connection with the Centre Contract.

14.2. Termination of the Centre Contract (and therefore Centre Approval) for whatever reason shall be without prejudice to the accrued rights, remedies and obligations of either party, whether arising under the Centre Contract or by operation of law.

14.3. Any suspension or termination of Qualification Approval and/or Centre Approval (and therefore the Centre Contract) shall also equate to suspension and/or termination of approval of the Centre's Satellites (if any), unless otherwise agreed by City & Guilds in writing.

14.4. This clause 14.4 and clauses 7.1, 7.2, 7.5, 8.1, 8.5, 9 to 11, 13.6, 13.7, 14.1, 14.2 and 18.11 shall survive the termination of the Centre Contract for whatever reason.

15. Force Majeure

- 15.1. Neither party shall be liable to the other party for any delay or non-performance of its obligations under the Centre Contract to the extent that its performance is delayed, prevented or hindered by anything beyond its reasonable control. Such delay or non-performance shall not be a breach of the Centre Contract and the time for performance shall be extended by a period equivalent to that during which performance is so delayed, prevented or hindered.
- 15.2. If such delay or non-performance persists for **sixty (60) days** or such shorter period as is reasonable in the circumstances, the party not affected may, at its option and if it is reasonable for it to do so, terminate the Centre Contract by giving **fourteen (14) days'** notice to the other party.

16. Notices

- 16.1. Any notices or consents required to be given under the Centre Contract shall be in writing and shall be sent either:
- 16.1.1. by first class post or other next working day delivery service, which shall be deemed to be received on the next working day (in the case of notices or consents to City & Guilds, to City & Guilds' registered office, and in the case of notices or consents to the Centre, to the address notified to City & Guilds in the CAP or any CU from time to time); or
 - 16.1.2. by email, which shall be deemed to be received upon actual transmission (in the case of notices or consents to City & Guilds, to the dedicated City & Guilds Quality Delivery Team's email address, and in the case of notices or consents to the Centre, to the email address notified to City & Guilds in the CAP or any CU from time to time), provided that the sender does not receive any indication that the email message has not been successfully transmitted to and received by the intended recipient.
- 16.2. If deemed receipt is not within business hours (meaning 09.00 to 17.00 Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

17. Amendments

17.1. Without prejudice to clause 6.1 and clauses 17.2 and 17.3, City & Guilds may on **thirty (30) days'** notice to the Centre amend these Centre Contract General Terms and any amendment shall become final and binding on the parties, unless, during that **thirty (30) day notice** period, the Centre objects to the proposed amendment and serves notice on City & Guilds to terminate the Centre Contract in accordance with clause 13.1.

17.2. City & Guilds reserves the right to update and amend any Policy and to publish or adopt any new Policy at any time for whatever reason, provided that:

17.2.1. where any update or amendment to a Policy shall materially affect the nature of Centre Approval or any Qualification Approval or materially amend any of the Centre's obligations set out therein; or

17.2.2. where City & Guilds publishes or adopts a new Policy, City & Guilds shall give the Centre reasonable notice of such update, amendment, publication or adoption.

17.3. Notwithstanding clause 17.2, the parties acknowledge that Policies are subject to revision by City & Guilds from time to time and that they are maintained electronically on and/or made available to Centres from www.cityandguilds.com and www.i-l-m.com (as the case may be), and that the Centre should check the applicable website regularly to ensure that it holds, and complies with, the most up-to-date version of any Policy from time to time.

18. General

- 18.1. The Centre Contract represents the entire agreement between City & Guilds and the Centre in relation to provision of the status of approved Centre of City & Guilds and supersedes and invalidates all prior oral and written communications, understandings, representations or warranties (except those made fraudulently) and each party warrants that it has not relied on any such communications, understandings, representations or warranties in entering into the Centre Contract.
- 18.2. If any provision of the Centre Contract is found to be invalid, illegal or unenforceable, it shall apply with the minimum modification necessary to make it valid, legal or enforceable and the remainder of the Centre Contract shall not be affected.
- 18.3. Nothing in the Centre Contract shall be construed as establishing or implying any form of partnership, joint venture or relationship of employment or of principal and agent, between City & Guilds and the Centre.
- 18.4. Except in relation to the delivery, examination and/or assessment of any Qualification at an approved Satellite, the Centre shall not be entitled to subcontract any of its obligations under the Centre Contract (whether in whole or in part), without the prior consent of City & Guilds. If City & Guilds provides consent under this clause to any subcontracting by the Centre, the Centre shall:
- 18.4.1. ensure that the subcontractor complies with the Policies;
 - 18.4.2. actively monitor compliance by the subcontractor in accordance with the Policies; and
 - 18.4.3. remain primarily liable to City & Guilds for the errors and omissions of the subcontractor.

- 18.5.** The Centre shall not be entitled to assign, transfer or otherwise dispose of the Centre Contract or any of the Centre's rights, benefits or obligations under it (whether in whole or in part), including as to its status as an approved Centre of City & Guilds.
- 18.6.** City & Guilds shall be entitled to assign, subcontract, transfer or otherwise dispose of the Centre Contract or any of City & Guilds' rights, benefits or obligations under it (whether in whole or in part) to any of its Group Companies.
- 18.7.** Provided that City & Guilds shall remain primarily liable to the Centre for the errors and omissions of any subcontractor, City & Guilds shall be entitled to subcontract any of its obligations (whether in whole or in part) under this Centre Contract.
- 18.8.** No failure or delay by either party to exercise any power or right under the Centre Contract shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of the right or power.
- 18.9.** Any of the rights or remedies of either party under the Centre Contract may at any time be enforced separately or concurrently with any other rights and remedies, whether arising under the Centre Contract or by operation of law, with the effect that the rights and remedies are cumulative and not exclusive of each other.
- 18.10.** Except as expressly provided for under these Centre Contract General Terms in the case of an Indemnified Party or a relevant regulatory authority, a person who is not a party to the Centre Contract (including the Centre's Satellites (if any)) shall have no rights to enforce any of its terms.
- 18.11.** The Centre Contract is governed by the law of England and Wales and the exclusive jurisdiction of the Courts of England and Wales.

Centre Document Library

The City & Guilds / ILM Centre document library can be found at

www.cityandguilds.com/delivering-our-qualifications/centre-development/centre-document-library

This is a resource area designed for our centres and has practical guidance information to help you with every aspect of running our qualifications.

The guidance covers everything from initial approval and centre charges, malpractice, to learner exam administration, policies and procedures.

Contact us

T: 0192 4930 800

E: centresupport@cityandguilds.com

Lines open: Monday to Friday 08.00 to 18.00 GMT

About City & Guilds

Founded in 1878 to develop the knowledge, skills, and behaviours needed to help businesses thrive, we offer a broad and imaginative range of products and services that help people achieve their potential through workbased learning.

We believe in a world where people and organisations have the confidence and capabilities to prosper, today and in the future. So we work with like-minded partners to develop the skills that industries demand across the world.

City and Guilds Group

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