



Assessment venue agreement

From April 2018

Date of Agreement: as set out in **Schedule 1**.

Parties

- (1) **THE ASSOCIATION OF ACCOUNTING TECHNICIANS**
Registered Company No. 01518983
Registered Charity No. 1050724
Registered Office: 140 Aldersgate Street, London EC1A 4HY (“**AAT**”).
- (2) The assessment venue, details of which are set out in Schedule 1 (“**the assessment venue**”).

Background

- (A) AAT is a membership body and an awarding organisation and is recognised by Qualifications Regulators for the purpose of awarding qualifications.
- (B) The assessment venue intends to administer AAT assessments as an approved AAT assessment venue, in a manner that will meet the requirements published in AAT Documentation, and enable AAT to comply with its regulatory obligations.
- (C) This Agreement specifies the role and responsibilities of the assessment venue in such administration of AAT assessments.

It is agreed as follows

1. Definitions

The definitions in Schedule 2 apply in this Agreement.

2. Scope of Agreement

- 2.1 The assessment venue’s approval is conditional on AAT continuing to award the relevant AAT qualifications, of which the assessments form part.
- 2.2 The assessment venue’s approval may be suspended or withdrawn with immediate effect upon receipt of written notice from AAT, by post or by email, of any breach of this Agreement.

3. Duration

This Agreement shall commence on the date set out in Schedule 1 and shall continue, unless terminated earlier in accordance with this Agreement.

4. Payment terms

- 4.1 The assessment venue shall pay to AAT applicable charges as specified in AAT Documentation, including assessment charges, payable per student for each AAT assessment.
- 4.2 AAT shall invoice for applicable charges, normally on a weekly basis, for assessments or services provided in the relevant period. Such invoices shall normally be produced on a consolidated basis for each type of applicable charge.

- 4.3 The assessment venue shall pay AAT all charges on AAT's invoices within 30 days of the date of AAT's invoice.
- 4.4 If any amount remains unpaid after the payment date:
- 4.4.1 AAT has the right to charge interest on a daily basis at 8% above the Bank of England Base Rate;
 - 4.4.2 credit facilities may be withdrawn without prior notice to the assessment venue, which may result in the assessment venue changing to "pay with order" terms;
 - 4.4.3 AAT may prevent access to all online services including assessment; and
 - 4.4.4 the assessment venue shall be liable for the reasonable costs incurred by AAT in seeking recovery of unpaid amounts.
- 4.5 All payments from the assessment venue to AAT must be by bank transfer into the AAT bank account shown on AAT's invoice. Payments by cheque or any other method are only allowed in exceptional circumstances upon prior written approval from AAT. All payments must be accompanied by a remittance advice stating what the payment is for and the relevant invoice number(s).
- 4.6 For the avoidance of doubt, faxed copies of cheques or bank drafts are not considered as payment or proof of payment.
- 4.7 AAT reserves the right to offset payments received against overdue invoices at the discretion of AAT.
- 4.8 The assessment venue shall be responsible for the recovery of fees from students; failure to do so shall not relieve the assessment venue of its responsibilities to make payment to AAT.
- 4.9 Unless otherwise stated, charges published by AAT are exclusive of Value Added Tax (or any similar tax or duty).
- 4.10 The assessment venue shall pay all sums without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). This includes ensuring that all bank charges are paid when sending payments.
- 4.11 In the event that this Agreement is terminated for whatever reason, the assessment venue remains liable for all outstanding monies owed to AAT.
- 4.12 It is at the absolute discretion of AAT to decide whether to allow the assessment venue to administer AAT assessments and whether to offer the assessment venue credit terms for payment. As well as the standard 30 day payment terms, AAT may in certain circumstances require a deposit to be paid by the assessment venue before they start to offer AAT assessments. This deposit would be repaid to the assessment venue should the assessment venue stop offering AAT assessments, as long as the assessment venue had paid all of the invoices from AAT. In exceptional circumstances, AAT may require the assessment venue to pay with order, where the assessment venue would need to send payment upfront before it schedules assessments.

5. **Administering of AAT assessments**

The assessment venue shall administer AAT assessments and manage its related business and services with reasonable professional care, skill and diligence and shall ensure that no act or omission of the assessment venue has, or is likely to have, an Adverse Effect, or renders the assessment venue unsuitable to administer any AAT assessment.

6. **Compliance with AAT Documentation and Regulatory Requirements**

6.1 The assessment venue must ensure it understands fully all applicable requirements in AAT Documentation (specifically the regulations for conducting AAT assessments, best practice regarding the voiding of assessments and administration of Computer Based Assessments) and is familiar with relevant Regulatory Requirements.

6.2 The assessment venue shall undertake:

6.2.1 all necessary steps to meet the requirements in AAT Documentation; and

6.2.2 all reasonable steps to ensure that AAT is able to comply with its Regulatory Requirements.

6.3 The assessment venue must, as far as is reasonable, ensure no act or omission of the assessment venue, its employees, agents, or contractors, puts, or may put, AAT in breach of any Regulatory Requirements.

6.4 The assessment venue shall apply operational, monitoring and quality assurance procedures to AAT's specification and/or reasonable satisfaction, to ensure compliance with AAT Documentation and relevant Regulatory Requirements.

6.5 The assessment venue shall procure the attendance of appropriate personnel, including but not restricted to invigilation staff, to all AAT training events that are relevant to AAT assessments, as required by AAT.

6.6 The assessment venue must not use the AAT Logo(s) except in connection with AAT assessments. AAT Logo(s) must only be used in accordance with AAT Documentation.

7. **Workforce, resources, Head of assessment venue and expectations**

7.1 The assessment venue shall retain a workforce of appropriate size and competence (specifically suitably qualified and experienced invigilators) and have available sufficient management and other resources to administer AAT assessments effectively and efficiently.

7.2 The assessment venue shall maintain computer equipment and sufficient internet access capabilities in order to meet the mandatory requirement of exchanging information using AAT's assessment platform, as published on AAT's website (or such other internet based systems as AAT may reasonably require the assessment venue to use from time to time).

7.3 The assessment venue shall ensure it has the capacity, resources and facilities to administer AAT assessments in accordance with this Agreement and the AAT Documentation.

7.4 The assessment venue shall notify AAT in writing if the Head of assessment venue, as set out in Schedule 1, changes.

- 7.5 The assessment venue should be familiar with how to manage all aspects of the assessment software relevant to scheduling and conducting the assessment, as well as issuing results and feedback.
- 7.6 The assessment venue should ensure that assessment material is kept secure at all times.
- 7.7 The assessment venue should give students detailed confirmations once assessments have been booked and finalised.
- 7.8 The assessment venue should provide:
- 7.8.1 stable workstations with sufficient space for candidates to work and adjustable chairs with freedom from glare
 - 7.8.2 workstations positioned so that candidates' screens cannot be read by any other candidate
 - 7.8.3 ventilation to cope with the heat generated by equipment
8. **Premises**
- 8.1 The assessment venue shall only administer assessments at the premises specified in Schedule 1 and/or at other premises with the prior written approval of AAT.
- 8.2 The assessment venue shall comply with all relevant health and safety legislation and shall take all reasonable steps to ensure that the assessments are administered in a safe, healthy and supportive environment, which meets the needs of students.
- 8.3 On reasonable notice (which may be no notice in urgent circumstances) the assessment venue shall allow AAT and, where appropriate, Qualifications Regulators access to the premises, staff, students and all relevant documents and facilities, in order for AAT and/or Qualifications Regulators to conduct quality assurance activity or to investigate alleged irregularities or malpractice as relevant to the administering of assessments and award of AAT qualifications, and shall provide all reasonable assistance with such activities.
9. **Student identification**
- The assessment venue shall take appropriate and reliable steps to confirm each student's identity prior to assessment taking place, and in accordance with any minimum requirements set out in AAT Documentation.
10. **Provision of information**
- The assessment venue shall comply with all requirements for the provision of information and/or documents to AAT, as specified in AAT Documentation or, where applicable, by Qualifications Regulators, and shall meet all further reasonable requests for information and/or documents from AAT.

11. **Reviewing approach**

- 11.1 The assessment venue shall keep under review, and shall enhance where necessary, its approach to the administering of AAT assessments, so as to assure itself that its approach remains at all times appropriate to the provisions of this Agreement.
- 11.2 The assessment venue shall:
- 11.2.1 have due regard to all information, comments and complaints received about the administering of AAT assessments; and
 - 11.2.2 identify and give due regard to any credible evidence which suggests that a change in its approach to the administering of AAT assessments is required in order to ensure that the approach remains appropriate in meeting AAT requirements.
- 11.3 Where any event relating to the assessment venue (or of which the assessment venue is, or should reasonably be, aware, relating to any other assessment venue, which is relevant to the assessment venue's administering of AAT assessments) has had an Adverse Effect, the assessment venue shall promptly review and revise where necessary its approach to the administering of AAT assessments to ensure that its approach remains appropriate in meeting AAT requirements.

12. **Monitoring, reporting and investigations**

- 12.1 The assessment venue shall comply with any requirement in AAT Documentation and any further reasonable request by AAT to monitor and report activities relating to the administering of AAT assessments, or to assist AAT in such monitoring, and, where applicable, use reasonable endeavours to report to AAT any information which is reasonably likely to be relevant to AAT complying with its regulatory requirements.
- 12.2 The assessment venue shall, where appropriate and reasonable, provide full assistance and cooperation to Qualifications Regulators undertaking any investigation and shall keep AAT fully informed about the progress of any such investigation (subject to any contrary written instruction from the relevant Qualifications Regulator).

13. **Identification and management of risks**

- 13.1 The assessment venue shall take all reasonable steps to identify, record and manage the risk of any incident which could have an Adverse Effect.
- 13.2 Where such a risk is identified, the assessment venue shall take all reasonable steps to:
- 13.2.1 prevent the incident from occurring or, where it cannot be prevented, reduce the risk of that incident occurring as far as is possible; and
 - 13.2.2 prevent any Adverse Effect that the incident could have, were it to occur or, where it cannot be prevented, mitigate that Adverse Effect as far as possible.
- 13.3 Where any incident occurs which has or may have an Adverse Effect, the assessment venue shall (whether or not it has previously identified the relevant risk) promptly take all reasonable steps to:

- 13.3.1 inform AAT as soon as is possible after the incident has been identified;
- 13.3.2 prevent the Adverse Effect and, where any Adverse Effect occurs, mitigate it as far as possible and correct it.

14. **Malpractice and maladministration**

- 14.1 The assessment venue shall take all reasonable steps to prevent any malpractice or maladministration in the administering of AAT assessments.
- 14.2 The assessment venue shall at all times comply with AAT's policies and procedures for preventing, investigating and dealing with incidents of malpractice and maladministration, as set out in AAT Documentation.
- 14.3 The assessment venue shall notify AAT as soon as possible of any suspected or alleged malpractice or maladministration. AAT shall then inform the assessment venue whether it requires the assessment venue to undertake an investigation or whether AAT shall conduct an investigation into the suspected or alleged malpractice or maladministration.
- 14.4 Where malpractice or maladministration is suspected or reported, AAT reserves the right to suspend certification of all students while any investigation is being undertaken.
- 14.5 Where AAT requires the assessment venue to undertake an investigation the assessment venue shall:
 - 14.5.1 so far as possible, establish whether or not the malpractice or maladministration has occurred; and
 - 14.5.2 promptly take all reasonable steps to prevent any Adverse Effect to which it may give rise and, where any such Adverse Effect occurs, mitigate it as far as possible and correct it.
- 14.6 The assessment venue shall notify AAT of the progress of such investigations at reasonable intervals and as required by AAT, and shall notify AAT of the outcome of the investigation.
- 14.7 The assessment venue shall ensure that its investigations of any suspected malpractice or maladministration are conducted rigorously, effectively, and by persons of appropriate competence who have no personal interest, or other potential conflict of interest, or loyalty, in the outcome of the investigation.
- 14.8 Where AAT undertakes any investigation the assessment venue shall co-operate fully with the investigation.
- 14.9 The assessment venue shall cooperate fully with any reasonable steps taken by AAT to review the arrangements put in place by the assessment venue for preventing and investigating malpractice and maladministration.
- 14.10 Where the assessment venue or AAT establishes that any malpractice or maladministration has occurred in the administering of AAT assessments, the assessment venue shall promptly take all reasonable steps to:
 - 14.10.1 prevent that malpractice or maladministration from continuing or recurring;

14.10.2 comply with any reasonable instructions issued by AAT to prevent that malpractice or maladministration from continuing or recurring; and

14.10.3 take action against those responsible which is proportionate to the gravity and scope of the occurrence, or seek the cooperation of third parties in taking such action.

15. **Enquiries, complaints and appeals**

15.1 The assessment venue shall answer accurately, fully and within a reasonable time any enquiry received by it from students or other interested parties, but shall not disclose information in breach of confidentiality or legal duty.

15.2 The assessment venue shall establish, maintain, publish and comply with a written complaints procedure (compliant with requirements in AAT Documentation) and provide a copy to AAT upon request. It shall include the process and timescales for responding to and dealing with complaints.

15.3 The assessment venue shall give due regard to the outcome of any complaint in relation to an AAT assessment and shall, on request, notify AAT in writing of any action in response by the assessment venue.

15.4 Where any complaint leads the assessment venue to discover a deficiency in the way it administers AAT assessments, it shall take all reasonable steps to:

15.4.1 identify any other student, who might have suffered an Adverse Effect from such deficiency;

15.4.2 correct or, where it cannot be corrected, mitigate as far as possible any Adverse Effect arising from such deficiency;

15.4.3 ensure that such deficiency does not recur; and

15.4.4 promptly notify AAT of the nature of the deficiency and consequent actions taken.

15.5 Where AAT notifies the assessment venue of deficiencies that have been discovered at another assessment venue, the assessment venue shall promptly review whether or not a similar deficiency could affect its own assessment process.

15.6 Where, following a review, the assessment venue identifies such a potential deficiency, it shall take action under clause 15.4 as if a failure had been discovered in relation to the assessment venue.

16. **Completion of assessment**

16.1 The assessment venue shall take all reasonable steps to ensure that:

16.1.1 where an assessment is required to be completed under specified conditions, students complete the assessment under those conditions (subject to Reasonable Adjustments and/or Special Considerations)

16.1.2 the security and confidentiality of assessment materials, including information accessed via the assessment platform, is not compromised before, during or after an assessment is completed.

17. Accessibility

17.1 The assessment venue shall ensure that it complies with the requirements of Equalities Law in relation to each AAT assessment.

17.2 The assessment venue shall monitor the administration of AAT assessments to identify any feature which could disadvantage a group of students who share a particular Characteristic.

17.3 Where the assessment venue has identified a feature which could disadvantage a group of students who share a particular Characteristic it shall inform AAT that it has identified such a feature. Where the identified feature is within the control of the assessment venue it shall either:

17.3.1 remove any disadvantage which is unjustifiable; or

17.3.2 where it believes the disadvantage is justifiable, maintain a record of such position and promptly provide a copy of this record to AAT.

18. Conflicts of interest

18.1 The assessment venue shall identify, record, appropriately disclose, monitor and properly manage, any conflict of interest or of loyalty which relates to it. Any such records must be available to AAT, or its representatives, upon request.

18.2 The assessment venue shall take all reasonable steps to ensure that no conflict of interest or of loyalty which relates to it has an Adverse Effect.

18.3 Where such a conflict of interest or loyalty has had an Adverse Effect, the assessment venue shall take all reasonable steps to mitigate the Adverse Effect as far as possible and correct it.

19. Notifications to AAT

19.1 The assessment venue shall promptly notify AAT in writing when it reasonably has cause to believe that any event is likely to have an Adverse Effect.

19.2 The assessment venue shall promptly notify AAT in writing if it is, or if it reasonably has cause to believe that it is likely to be, subject to:

19.2.1 a material change in its governance structure or legal status;

19.2.2 any change of Control; or

19.2.3 any Insolvency Event.

19.3 When the assessment venue notifies AAT of an event in accordance with this clause, the assessment venue shall also notify AAT in writing of any steps that it has taken or intends to take to prevent the event having an Adverse Effect, or to correct, or mitigate, that Adverse Effect if it occurs.

19.4 The assessment venue shall not delay making a notification to AAT in accordance with this Agreement because relevant information is unavailable, but shall notify based on all available information and provide further information to AAT once it becomes available.

19.5 The assessment venue shall ensure that all information provided to AAT is accurate and complete.

20. **Representations and use of logos**

20.1 The assessment venue shall not (and shall take all reasonable steps to ensure that any person connected with it does not) advertise or promote AAT assessments in a manner likely to be misleading to Users of qualifications.

20.2 The assessment venue shall ensure that any use of the names/logos of any Qualifications Regulator (if permitted by the Qualifications Regulator) and/or AAT's name and/or Logo:

20.2.1 complies with all reasonable requirements published by the relevant Qualifications Regulator and/or contained in AAT Documentation; and

20.2.2 ceases, as applicable, on suspension or withdrawal of any permitted use (as notified by AAT), or on termination of this Agreement.

21. **Confidentiality**

21.1 AAT shall provide to the assessment venue all information required or reasonably requested by the assessment venue to enable it to prepare for, or administer, the relevant AAT assessments. Such information may include confidential information.

21.2 The assessment venue undertakes:

21.2.1 to treat such confidential information as strictly private and confidential and to take all reasonable steps to preserve its confidentiality and to ensure that its employees, agents and sub-contractors preserve its confidentiality;

21.2.2 to use confidential information solely for the purpose of the administering of AAT assessments in accordance with this Agreement;

21.2.3 (subject to clause 21.3) not to disclose any confidential information to a third party, other than personnel, advisors and, where necessary, sub-contractors in the proper administration of assessments and related activities, who are subject to strict confidentiality undertakings in accordance with clause 21.3.1;

21.2.4 when requested by AAT in writing to return or destroy any confidential information within 7 days of that request; and

21.2.5 to accept liability for any unauthorised use of confidential information by the assessment venue and its personnel or agents.

21.3 The undertakings in clause 21.2 shall not apply to confidential information which:

21.3.1 AAT agrees in writing that the assessment venue may disclose, provided that the assessment venue complies with any reasonable conditions placed upon that

disclosure by AAT. For the avoidance of doubt, such conditions may include limiting the disclosure to specific recipients only, and or requiring that the assessment venue place obligations of confidentiality upon the recipient(s), or such other conditions as AAT may reasonably require;

21.3.2 has entered the public domain other than through a disclosure which amounts to a breach of contract and or confidentiality by the assessment venue or by any party who has received the information directly or indirectly from the assessment venue; or

21.3.3 is disclosed by the assessment venue to a recipient who has already received the information directly from AAT or from a third party authorised by AAT.

21.4 The undertakings of clause 21.2 shall not apply to the provision of assessment documentation to students for the purposes of assessing those students provided that such provision is undertaken in accordance with AAT Documentation.

21.5 The obligations in this clause 21.5 shall survive the termination of this Agreement until such time as the assessment venue no longer holds any confidential information which has been provided to it by AAT or its agents under this Agreement.

22. **Data Protection**

22.1 In this Clause 22 the following definitions shall apply;

“Controller”, **“Data Subject”**, **“Personal Data”** and **“Processing”** shall have the meaning set out in the Data Protection Legislation.

22.2 The parties acknowledge and accept that (i) it will be necessary to share the Personal Data of students who have registered with AAT in order for the assessment venue to provide assessments to the students and for AAT to administer and update the assessments, training status and other details of those students and (ii) that they shall both be Controllers in relation to such Personal Data for the purposes of collecting and using this Personal Data in relation to administering and providing assessments, and general maintenance of the students records held by AAT.

22.3 Each party shall comply with the Data Protection Legislation and shall not process Personal Data in a manner that will or is likely to result in the other party breaching its obligations under the Data Protection Legislation.

22.4 The parties shall (acting reasonably) co-operate with each other to ensure each party complies with the Data Protection Legislation, including in relation to the provision of privacy notices, data breach notification, data subject access requests and the preparation or provision of supporting documentation to be submitted to any supervisory body or regulatory authority.

22.5 Both parties shall ensure that, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects to whom the Personal Data relates, they will implement appropriate technical and organisational measures to ensure a level of security for the Personal Data appropriate, in particular, against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of, or access to, the Personal Data, including, inter alia, as appropriate:

- 22.5.1 the pseudonymisation and encryption of the Personal Data;
- 22.5.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- 22.5.3 the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident;
- 22.5.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of the Personal Data; and
- 22.5.5 the information in staff personal data at the assessment venue is kept accurate and up to date.

23. **Intellectual property rights/brand**

- 23.1 AAT is the owner (or licensee) of all intellectual property in AAT Documentation, which is licensed (or sub-licensed) to the assessment venue to the limited extent necessary for the purposes of this Agreement.
- 23.2 The assessment venue shall not amend, alter or reproduce in any format any AAT Documentation without AAT's written approval.

24. **Restricted activities**

The assessment venue shall not offer or give, or agree to give, to any AAT staff member, consultant or representative of AAT, any gift or consideration of any kind as an inducement to make a particular decision or a reward for making a particular decision.

25. **Ethics and Reputation**

- 25.1 The assessment venue agrees, in respect of the provision of the Services, that the assessment venue shall comply (and shall procure that its employees, agents, subcontractors and suppliers comply) with all applicable laws, rules and regulations and codes of practice (including without limitation all Child Labour Laws, Anti-Slavery Laws and National Minimum Wage Laws; and the Equality Laws).
- 25.2 The assessment venue shall not act or make any omission or otherwise do anything which in AAT's opinion causes (or is likely to cause) damage to and/prejudice AAT's good name and/or reputation.
- 25.3 The assessment venue shall not (directly or indirectly) pay, offer, give or promise to pay or authorise the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organisation; any political party or official thereof; any candidate for political office; any sub-contractor or supplier, any AAT's partner, or any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including the OECD Convention on Combating Bribery in International Business Transactions

(as amended from time to time), and equivalent local laws, including the Foreign Corrupt Practices Act of the United States, the Bribery Act 2010 of the UK and similar multilateral anti-bribery agreements.

25.4 Without prejudice to the provisions of this Agreement, AAT may terminate this Agreement (without penalty) with immediate effect if the assessment venue breaches this clause

25.5 The assessment venue shall indemnify AAT on demand from and against all losses, claims, liability, costs, damages, fines or expenses (including all legal costs) incurred or suffered by AAT and/or the AAT Group as a result of a breach of this clause by the Supplier (including its employees, agents, subcontractors or suppliers).

26. **Unforeseen events (force majeure)**

26.1 Neither party is liable to the other for failure to comply with this Agreement caused by circumstances beyond its reasonable control (force majeure event).

26.2 The party affected by a force majeure event shall promptly notify the other and all affected students and other third parties in writing and as far as practicable shall be entitled to a reasonable extension of time for performing its obligations, provided that if such delay continues for 30 days, the party not affected may terminate this Agreement by notice in writing.

27. **Sanctions**

27.1 The assessment venue acknowledges that it is subject to AAT's sanctions policy, as set out in AAT Documentation.

27.2 Provisions of this Agreement take precedence in relation to any conflict with a provision of the sanctions policy.

27.3 AAT may take contractual action under this Agreement and action under the sanctions policy in relation to the same matters.

28. **Termination**

28.1 This Agreement may be terminated by either party giving at least three calendar months' written notice of termination to the other.

28.2 AAT may terminate this Agreement immediately and by written notice to the assessment venue if the assessment venue:

28.2.1 is in fundamental breach of this Agreement;

28.2.2 is otherwise in material breach of this Agreement (including through cumulative breaches) and where remediable it does not remedy such breach within 14 days (or such other period as AAT shall specify) of being given written notice to do so by AAT;

28.2.3 repeats any breach of the Agreement previously the subject of a Remedy Notice;

28.2.4 acts or fails to act in any way that AAT reasonably considers may place AAT's status, or reputation, as a recognised awarding organisation in jeopardy;

28.2.5 is subject to any Insolvency Event; and/or

28.2.6 is subject to change of Control and clause 36.2 applies.

28.3 This Agreement shall terminate automatically and immediately at any time if the assessment venue ceases to hold assessment venue approval (including through AAT ceasing to be an awarding organisation).

28.4 In any circumstances of termination, suspension, or withdrawal, the assessment venue shall have a continuing obligation to take all reasonable steps to minimise Adverse Effects.

29. **Withdrawal of assessments and the interests of students**

29.1 The assessment venue withdraws from administering AAT assessments when it:

29.1.1 surrenders its approval as an assessment venue; or

29.1.2 has its approval withdrawn by AAT.

29.2 The assessment venue shall give to AAT at least three months' notice of its withdrawal of administering AAT assessments (subject to urgent circumstances making such notice period impracticable) and shall do so prior to the time at which it provides that information to any students or other interested parties.

29.3 Where the assessment venue intends to withdraw, or is obliged to withdraw, it shall:

29.3.1 promptly prepare, maintain and provide to AAT and comply with a written withdrawal plan, and

29.3.2 provide clear and accurate information about the withdrawal to, client companies and other Users of AAT qualifications who are likely to be affected by the withdrawal, and to AAT.

29.4 Where the assessment venue's withdrawal from administering AAT assessments will, or may, cause an Adverse Effect the assessment venue shall:

29.4.1 consult with the affected students and relevant client companies and formulate and take action required to minimise such Adverse Effect before ceasing to administer AAT assessments;

29.4.2 provide evidence of such consultation to AAT upon request; and

29.4.3 meet any unreasonable financial burden incurred by affected students caused by the withdrawal.

30. **Insurance**

During the term of this agreement (unless otherwise agreed in writing by the parties), the assessment venue shall maintain in force, with reputable insurance company, an appropriate insurance cover(s) against all its liabilities and indemnities that may arise under or in connection with this Agreement and shall, on AAT's request, produce both the insurance certificate(s) giving details of cover and the receipt for the current year's premium.

31. Obligations of AAT

- 31.1 AAT shall use reasonable endeavours to maintain (as applicable) its awarding organisation status and any other agreements with the Qualifications Regulators relating to this Agreement. AAT does not give any assurance or warranty that such status or agreements shall be maintained.
- 31.2 AAT shall use reasonable endeavours to continue providing AAT qualifications and the associated assessments until the expiry date for any such qualifications.
- 31.3 AAT shall provide registration, processing and certification services for students in accordance with AAT Documentation.
- 31.4 AAT shall comply with its obligations as an awarding organisation and in accordance with AAT Documentation.
- 31.5 AAT shall set out in AAT Documentation the requirements with which the assessment venue must comply in order to continue to administer AAT assessments.
- 31.6 AAT shall, upon request, provide the assessment venue with guidance on how best to prevent, investigate and deal with malpractice or maladministration.
- 31.7 AAT shall publish and make available to the assessment venue:
 - 31.7.1 details of the quality assurance arrangements for assessments;
 - 31.7.2 details of arrangements for making Reasonable Adjustments for students;
 - 31.7.3 details of arrangements for giving Special Consideration to students;
 - 31.7.4 details of the expected dates or timescales for the issue of results and certificates; and
 - 31.7.5 information about the sanctions that AAT will apply in the event of non-compliance by the assessment venue.

32. Liability

- 32.1 Nothing in this Agreement shall limit or exclude either party's liability:
 - 32.1.1 for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - 32.1.2 for fraud or fraudulent misrepresentation;
 - 32.1.3 for any other act, omission, or liability which may not be limited or excluded by law; or
 - 32.1.4 liability under the indemnities
- 32.2 Subject to clause 31.1, AAT shall have no liability to the assessment venue, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - 32.2.1 any loss of profit;

32.2.2 loss of sales or business;

32.2.3 loss of anticipated savings;

32.2.4 loss of or damage to goodwill or reputation;

32.2.5 loss of use or corruption of data or information;

32.2.6 any ex gratia payments; or

32.2.6 any special, indirect, consequential or pure economic loss, arising under or in connection with this Agreement.

32.3 Subject to clause 31.1, AAT's total liability to the assessment venue for any claim or series of connected claims, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising under or in connection with this Agreement shall be limited to the amount actually paid by the assessment venue to AAT under this Agreement in the period of 12 months preceding the date of the event giving rise to such claim, and in the case of connected claims, the date of the event giving rise to the first of such connected claims.

33. **Indemnity**

The assessment venue shall indemnify AAT and its trustees, personnel and agents, on demand, from and against any and all actions, causes of action, claims, proceedings and demands of whatsoever nature or kind as well as from and against all damages, liabilities, obligations, losses (including any direct, indirect or consequential losses, loss of profit, and loss of reputation), costs, charges, penalties, fines, and expenses, including reasonable legal fees resulting therefrom, arising out of or in connection with or as a consequence of the performance or non-performance of this Agreement by the assessment venue (or any other person, organisation or entity, employed, engaged, connected to or facilitated by the assessment venue in connection with this Agreement).

34. **Assignment**

The assessment venue shall not assign or transfer any benefit, or sub-contract any obligation under this Agreement without AAT's prior written consent.

35. **Variation**

35.1 If the Regulatory Requirements change, AAT shall be entitled unilaterally to amend this Agreement, by written notice, to the extent necessary to comply with the new Regulatory Requirements.

35.2 Subject to clause 35.1, no amendment to the Agreement shall be effective unless it is in writing and signed by both parties.

35.3 This clause does not apply to amendments made by AAT to AAT Documentation including the prices set out in AAT Documentation.

36. **Change of Control**

36.1 Where there is a change of Control in relation to the assessment venue, it shall:

- 36.1.1 take (and procure that every other relevant person takes) all reasonable steps to ensure that the change of Control does not have an Adverse Effect; and
- 36.1.2 prior to the change, put in place a plan designed to ensure that the interests of students shall be protected, promptly provide a copy of the plan to AAT and make any amendments to the plan reasonably requested by AAT.
- 36.2 AAT reserves the right to terminate this Agreement with immediate effect at its discretion if in its reasonable opinion the proposed change of Control in relation to the assessment venue is likely to affect its ability to comply with its obligations under this Agreement.
37. **Notices**
- 37.1 Any notice under this Agreement shall be in writing and be delivered to the other party's principal office personally, or by recorded delivery, or sent by email to the other party's main email address used for inter-party communication.
- 37.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the principal office, if sent by recorded delivery, as recorded, or if sent by email on the next working day for the recipient office after transmission.
38. **No partnership or agency**
- 38.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.
- 38.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
39. **Entire Agreement**
- 39.1 This Agreement (including its schedules and documents incorporated by reference) contains the whole agreement between the parties in respect of the administering of assessments and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 39.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
40. **Waiver**
- 40.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 40.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

41. **Contracts (Rights of Third Parties) Act**

For the purpose of the Contracts (Rights of Third Parties) Act 1999, this Agreement does not and is not intended to give any rights, or any right to enforce any of its provisions, to any person who is not a party to it.

42. **Conflict**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the AAT Documentation, the provisions of this Agreement shall prevail.

43. **Rights and Remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

44. **Severance**

44.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

44.2 If any provision or part-provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

45. **Governing law and jurisdiction**

45.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

45.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement or its subject matter or formation.

Schedule 1

Date of Agreement and assessment venue details

Date of Agreement:

Assessment venue name:

Assessment venue number:

Registered company number (or organisation status):

Jurisdiction of registration:

Registered charity number (if applicable):

Registered office:

Address of premises:

Name of Head of Assessment venue:

Definitions

AAT Documentation: any document issued by AAT from time to time and made available to the assessment venue (including by being published on AAT's website) which is relevant to the assessment venue's administration of AAT assessments.

AAT Logo: the logo (or logos) of AAT as notified by AAT to the assessment venue (from time to time), to be used in accordance with instructions for use provided by AAT (as amended from time to time).

Adverse Effect: an act, omission, event, incident, or circumstance has an Adverse Effect if it gives rise to prejudice to students or potential students, or adversely affects the ability of the assessment venue to comply with AAT requirements, or for AAT to comply with its regulatory obligations, qualification standards or public confidence in qualifications.

Events which could have an Adverse Effect include, non-exclusively, events in which:

- (a) there has been a loss or theft of, or a breach of confidentiality in, any assessment materials;
- (b) there has been an incident of malpractice, or maladministration, which could invalidate the award of an AAT qualification.
- (c) the assessment venue is named as a party in any criminal or civil proceedings or is subjected to investigation or sanction by any professional, regulatory, or government body; or
- (d) a senior officer of the assessment venue is a party to criminal proceedings (other than minor driving offences), is subject to any action for disqualification as a company director, or is subject to disciplinary proceedings by any professional, regulatory, or government body.

Anti-Slavery Laws: any and all laws aimed at combating slavery and human trafficking including the Modern Slavery Act 2015.

Characteristic: this may include age, marital status or civil partnership (in employment only), disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation, or other Characteristics that are defined in relevant Equalities Law.

Child Labour Laws: any and all laws regulating, preventing or restricting the use of child labour (including The UN Convention on the Rights of the Child (1989) and ILO Convention 182 on the worst forms of child labour (1992)).

Control: has the meaning defined in sections 450 and 451 (or section 1124 (as appropriate)) of the Corporation Tax Act 2010, and controls, controlled and the expression change of control shall be construed accordingly.

Data Protection Legislation: shall mean the Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679), the Privacy Electronic Communications Directive (EC Directive) Regulations and any national implementing laws, regulations and secondary legislation and any guidance or codes of practice issued by the European Data Protection Board or Information Commission from time to time (all as amended, updated or re-enacted from time to time).

Equalities Law: The Equality Act 2010 in England, any Act that was a statutory predecessor to that Act, or any legislation in a jurisdiction other than England which has an equivalent purpose and effect.

Insolvency Event: any distress or execution being levied; offering to make any arrangement with creditors; any resolution or petition to wind up the assessment venue (other than for the purpose of amalgamation or reconstruction without insolvency) being passed or presented; any type of administration order being made; any type of receiver being appointed; ceasing business, or threatening to do so; suspending, or threatening to suspend, payment of debts or being unable to pay debts as they fall due.

National Minimum Wage Laws: any and all laws relating to the national minimum wage including without limitation the National Minimum Wages Act 1992, National Minimum Wages Regulations 2015 and National Minimum Wage (Amendment) Regulations 2016.

Qualification Regulators: the Office of Qualifications and Examination Regulation (Ofqual); SQA Accreditation; Qualifications Wales; and the Council for the Curriculum, Examinations and Assessment (CCEA).

Reasonable Adjustment: an adjustment made to an assessment for a qualification so as to enable a disabled learner to demonstrate his or her knowledge, skills and understanding to the levels of attainment required for that qualification.

Special Consideration: may be given to a student who has temporarily experienced an illness or injury, or some other event outside of the student's control.

Assessment venue Approval: formal notification from AAT to the assessment venue that the assessment venue is approved to administer AAT assessments (as amended from time to time).

Remedy Notice: given by AAT to the assessment venue to highlight a breach in the Agreement and requesting for this to be remedied within a given period of time.

Regulatory Requirements:

- (a) in relation to England, the "General Conditions of Recognition" issued by Ofqual (as amended from time to time) or any successor documents;
- (b) in relation to Wales, the "Standard Conditions of Recognition" issued by Qualifications Wales (as amended from time to time) or any successor documents;
- (c) in relation to Northern Ireland, the "General Conditions of Recognition" issued by CCEA respectively (as amended from time to time) or any successor documents;
- (d) in relation to Scotland, the "SQA Accreditation Regulatory Principles" (as amended from time to time) or any successor document; and
- (e) any other Regulatory Requirements set out by the Qualifications Regulators, which apply to AAT qualifications and which are published or which AAT has communicated to the assessment venue in writing.

Users (of AAT qualifications): persons who have a legitimate interest in AAT qualifications, including students and student representatives, assessment venues, teachers, employers and employer representatives, further and higher education establishments, schools, government departments and agencies, and professional bodies.

Signed by authorised signatories of the parties on the date of this Agreement appearing in Schedule 1:



Signed by: Suzie Webb
Director of Education and Development on
behalf of
THE ASSOCIATION OF ACCOUNTING
TECHNICIANS

Signature:

On behalf of the assessment venue

Name:

Position:
