

## SECTION D – EXAMS

### SPECIFIC TERMS

Exams are only available to consumers and are undertaken by students to achieve qualifications.

These specific terms are subject to the general terms set out in Section A. The defined terms in Section A have the same meanings where used in this Section D.

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Section D the following words and expressions have the following meanings unless inconsistent with the context:

<b>“Attendance Criteria”</b>	any criteria or requirements which Customers must meet in order to attend the Exam, as notified to the Customer by the Supplier in writing from time to time including but not limited to the Candidate Regulations for CIPS exams and other applicable Candidate Guidance which can be found at ( <a href="https://www.cips.org/learn/student-zone/policies-and-procedures">https://www.cips.org/learn/student-zone/policies-and-procedures</a> ) ;
<b>“Computer Based Exam”</b>	an Exam which is undertaken online by the Customer using the Computer Based Exam Platform;
<b>“Computer Based Exam Platform”</b>	the website, web-based portal or other electronic or digital means by which the Exam is delivered and invigilated including but not limited to any Remote Invigilation software;
<b>“Exam”</b>	the examination, which forms the Deliverables as set out in the Contract Details, which will either be completed by a Customer in person at an Exam Centre or online using Remote Invigilation;
<b>“Examiner”</b>	an individual engaged by the Supplier to mark or assess any Exam undertaken by the Delegate;
<b>“Exam Centre”</b>	the venue, either a Study Centre, a Managed Exam Centre or the venue from which the Customer undertakes a Computer Based Exam, where the Exam will take place as set out in the Contract Details;
<b>“Exam Closure Date”</b>	the date and time specified by the Supplier after which bookings for the Exam will no longer be accepted;
<b>“Exam Rules”</b>	any specific rules, regulations or requirements notified to a Customer by the Supplier in relation

	to their taking of an Exam including but not limited to the Attendance Criteria;
<b>“Exam Date”</b>	the date or dates of the Exam as set out in the Contract Details;
<b>“Invigilator”</b>	an individual engaged by the Supplier to invigilate or monitor any Exam including but not limited to an invigilator engaged for Remote Invigilation;
<b>“Managed Exam Centre”</b>	a venue, managed by a third party appointed by the Supplier, at which an Exam may be taken;
<b>“Paper Based Exam”</b>	an Exam which is taken in person by a Customer at an Exam Centre;
<b>“Reasonable Adjustment and Special Consideration Policy”</b>	the Supplier’s reasonable adjustment and special consideration policy <a href="https://www.cips.org/learn/student-zone/policies-and-procedures/">https://www.cips.org/learn/student-zone/policies-and-procedures/</a>
<b>“Remote Invigilation”</b>	the method by which remote Computer Based Exams are invigilated;
<b>“Self-Study Student”</b>	a Customer who has enrolled as a student who’s learning is conducted independently and is self-driven;
<b>“Study Centre”</b>	the centre chosen by the Customer from a list of Study Centres which have been approved by the Supplier which is responsible for booking Exams for Study Centre Students and providing Study Centre Students with an Exam Centre;
<b>“Study Centre Student”</b>	a Customer who has enrolled as a student at a Study Centre;
<b>“Term”</b>	the time period beginning on the commencement of the Exam and ending on the close of the Exam;
<b>“Virus”</b>	anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

**“Vulnerability”** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

## **2. EXAM BOOKINGS**

- 2.1 Where the Customer is a Study Centre Student, the Customer is required to contact their Study Centre to book an Exam.
- 2.2 Where the Customer is a Self-Study Student, the Customer may book an Exam online through the Supplier’s website.
- 2.3 To book onto an Exam, the Customer must have an active Membership at the time of booking and at least ten Working Days prior to the Exam Closure Date.
- 2.4 All Exam bookings must be complete by the Exam Closure Date. Incomplete bookings will not be accepted after the Exam Closure Date.
- 2.5 Where a Customer is booking more than one Exam and the Exam Dates for those Exams are the same, it is the responsibility of the Customer to ensure that sufficient time is allowed between each Exam. The Supplier accepts no liability for any failure by the Customer to ensure sufficient time is allowed.
- 2.6 Customers undertake an Exam as either:
  - (a) a Paper Based Exam which will be undertaken at an Exam Centre; or
  - (b) a Computer Based Exam which will be undertaken online,and the Customer is required to book accordingly.
- 2.7 Where a Customer undertakes an Exam as a Computer Based Exam with Remote Invigilation, they acknowledge and agree that the location at which the Computer Based Exam is completed will be only either their principal place of work or the address at which they reside.
- 2.8 Following acceptance of a booking by the Supplier, it is the responsibility of the Customer to ensure that the details of the Exam, including but not limited to the modules and Exam Centre, are recorded correctly on the Customer’s MyCIPS account.

## **3. PRICE AND PAYMENT**

- 3.1 Unless otherwise stated in the Contract Details, the Price for the Exam does not include accommodation, travel, meals or refreshments and the Customer shall be responsible for arranging such at its own cost.
- 3.2 Payment of the Price for an Exam by Study Centre Students must be made directly to the Study Centre.
- 3.3 Payment of the Price for an Exam by Self-Study Students must be made directly to the Supplier at the time of booking in accordance with the Fees and

Invoicing Policy which can be found at <https://www.cips.org/learn/student-zone/policies-and-procedures>.

- 3.4 In addition to the Price, a Study Centre Student may be charged an additional fee by the Study Centre which will be payable directly to the Study Centre.
- 3.5 Where a Customer elects to undertake an Exam at a Managed Exam Centre, a venue fee will be charged in addition to the price.
- 3.6 Where a Customer undertakes an Exam online using Remote Invigilation, a hosting fee will be payable by the Customer:
  - (a) where the Customer is a Study Centre Student, to the Customer's elected Study Centre; or
  - (b) where the Customer is a Self-Study Student, to the Supplier.

#### **4. CUSTOMER OBLIGATIONS**

- 4.1 The Customer shall:
  - (a) meet any applicable Attendance Criteria;
  - (b) not resell, transfer ownership of or allow any other person to use, the Customer's right to attend the Exam;
  - (c) where the Exam is provided by electronic means, keep a secure username and password for access to the Exam and prevent any other individual from accessing the Exam using their log-in details;
  - (d) not use the Exam for anything other than its intended purpose, as determined by the Supplier and including but not limited to the requirements of this Contract;
  - (e) not do anything which the Supplier reasonably believes could bring the Supplier, the Exam or the Exam Centre into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;
  - (f) not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Exam or any materials relating to the Exam unless expressly permitted in writing by the Supplier;
  - (g) comply with all instructions, directions and requirements of the Supplier, the Invigilator or Examiner or the Exam Centre relating to attendance at and participation in the Exam, including those requirements relating to health and safety at the Exam Centre; and
  - (h) comply with the terms of this Contract.
- 4.2 The Exam may not be available to all Customers at the same time and the Supplier, acting reasonably, reserves the right to temporarily prevent any number of Customers from accessing the Exam from time to time.

## 5. EXAMS

5.1 Subject to prior payment of the Price in cleared funds by the Customer or the Study Centre, the Supplier shall permit the Customer to attend the Exam.

5.2 The Customer shall:

- (a) arrive at the Exam Centre for registration at least thirty (30) minutes prior to the listed start time for the Exam;
- (b) provide a copy of the Exam confirmation details which are detailed on the Customers' MyCIPS account; and
- (c) provide appropriate original identification, including address and photograph identification, on registration.

5.3 The Customer acknowledges and agrees that:

- (a) the Supplier shall be entitled to refuse entry to the Exam to any Customer who has not registered in accordance with Condition 5.2 of this Section D;
- (b) in the event a Customer is not refused entry to a Paper Based Exam under Condition 5.3(a) of this Section D, whether or not the Customer is entitled to any additional time where they enter the Paper Based Exam after the scheduled start time, is at the sole discretion of the Invigilator;

in the event a Customer is not refused entry to a Computer Based Exam under Condition 5.3(a) of this Section D and where they enter the Computer Based Exam after the scheduled start time the Customer will be entitled to the full time of the Computer Based Exam if they enter the Computer Based Exam within 30 minutes of the start time.

5.4 The Customer acknowledges and agrees that the Supplier may vary the Computer Based Exam Platform, the Exam Centre, the date and time of the Exam and other elements of the Exam in accordance with Condition 9.1 or Condition 9.5 of Section A.

5.5 The Customer acknowledges, if the Customer does not comply with the requirements of this Contract, including providing any information or Input Materials requested by the Supplier or the Invigilator or Examiner, the Delegate may not be able to participate fully in the Exam and that the Supplier shall have no liability to the Customer where this is the case.

5.6 The Customer shall:

- (a) comply with any instructions provided by the Supplier prior to the Exam;
- (b) not disclose questions and/or answers to questions to any other person or permit any other person to answer questions on their behalf;
- (c) comply with any applicable Exam Rules, including but not limited to the Attendance Criteria;

- (d) not use, or seek to use, any third party materials during the Exam, including but not limited to any materials prohibited by the Exam Rules;
- (e) not remove any Materials relating to the Exam, including but not limited to exam questions and/or answers from the Exam Centre;
- (f) notify the Invigilator or Examiner immediately on becoming aware of any breach of the Exam Rules or any attempt to cheat, assist another person in cheating or otherwise seek an unfair advantage in relation to the Exam;
- (g) not do anything that may, in the Supplier's or the Invigilator's or Examiner's reasonable opinion, cause any disruption to or otherwise have a detrimental impact on the performance of any other person taking the Exam; and
- (h) not share the Exam, or access to the Exam, with any other person or copy or distribute any materials relating to the Exam to any other person.

5.7 The Customer acknowledges that any failure to comply with this Contract before or during an Exam, or following a review of any Exam, may lead to:

- (a) exclusion or removal from the Exam; or
- (b) the invalidation of any results for the Exam, subject to any successful review request made by the Customer,

and the Customer agrees that the Supplier shall not be obliged to provide any refund of the Price (or any part thereof) or allow any resit of the Exam.

5.8 Where the Customer has access to any assessment or assignment materials as part of the Exam, any assessment submitted to the Supplier during the Term will be marked and, if they have met the required standard in all relevant Exams, a qualification certificate will be awarded to the Customer upon successful achievement of all modules. The Supplier will not mark any assessment or assignment submitted outside the Term or guarantee to provide any specific feedback.

5.9 Any decision made by the Supplier or the Examiner regarding an Exam, including the awarding of any certificate, is made at their sole discretion. If the Customer disagrees with or wishes to request a review of any decision, the Customer shall do so in accordance with the terms of the Assessment Review and Appeals Policy which can be found at <https://www.cips.org/learn/student-zone/policies-and-procedures>.

## **6. REASONABLE ADJUSTMENT**

6.1 The Supplier shall, in accordance with the Reasonable Adjustment and Special Consideration Policy use reasonable endeavours to provide each Customer with equal opportunities when undertaking an Exam.

6.2 The Supplier shall, at its sole discretion and in accordance with the Reasonable Adjustment and Special Consideration Policy, provide additional support to those Customers it assesses as requiring such additional support.

- 6.3 Where the Customer believes that they require additional support in relation to an Exam, they shall notify the Supplier in accordance with the Reasonable Adjustment and Special Consideration Policy.

## **7. SPECIAL CONSIDERATION**

If an incident occurs during an Exam which the Customer feels has impacted on their ability to perform well, the Customer should refer to the special consideration section of the Reasonable Adjustment and Special Consideration policy at <https://www.cips.org/learn/student-zone/policies-and-procedures/>

## **8. EXAM CANCELLATION**

- 8.1 The Supplier reserves the right to cancel or reschedule an Exam for any reason (including, without limitation, by reason of a force majeure event in accordance with Condition 24.1 of Section A). The Supplier shall notify the Customer in writing of the cancellation or rescheduling as soon as possible. The parties agree that:

- (a) the Supplier shall not be in breach of this Contract by virtue of any cancellation or rescheduling of the Exam;
- (b) on notification of the Customer of any cancellation of the Exam, this Contract shall immediately terminate and the provisions of this Condition 8 of this Section D shall apply;
- (c) save as set out in this Condition 8 of this Section D, the Supplier shall have no further liability to the Customer in respect of the cancellation or rescheduling of the Exam, including in respect of any costs incurred by the Customer prior to cancellation or rescheduling of the Exam.

- 8.2 Without prejudice to the other rights of the Supplier or the Customer under this Contract, where an Exam is cancelled in accordance with Condition 8.1 of this Section D the Supplier shall:

- (a) where the Customer is a Study Centre Student, issue the Study Centre with a voucher which will enable the Customer to re-book the Exam; or
- (b) where the Customer is a Self-Study Student, issue the customer with a voucher code to be used with the Customer's online account which will enable the Customer to re-book the Exam.

Any such voucher issued by the Supplier will expire 12 months from the date of issue to the Customer and can be used to re-book any Exam in place of the cancelled Exam. Where the Price of the Exam exceeds the value of any voucher, the voucher will be accepted as part payment and the balance of the Price must be paid for using another accepted method of payment.

- 8.3 Where a Customer is unable to attend a rescheduled Exam, the Supplier will provide a voucher, which may be used in accordance with Condition 8.2 of this Section D, for the proportion of Price which relates to the cancelled/rescheduled Exam less any amounts which relate to costs already incurred by the Supplier in providing the Exam to the Customer.

- 8.4 The Customer shall not be entitled to cancel a Computer Based Exam once it has been accessed by the Customer.
- 8.5 For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than as a result of cancellation of the Exam in accordance with this Condition 8 of this Section D.

## **9. USE OF THE COMPUTER BASED EXAM PLATFORM**

9.1 The Customer acknowledges that it will be required to use electronic communications media, including but not limited to the Computer Based Exam Platform, to access the Computer Based Exam.

9.2 In relation to any Computer Based Exam:

- (a) the Customer acknowledges that, a Computer Based Exam with Remote Invigilation may be recorded and reviewed following the Computer Based Exam by the Supplier or the Invigilator;
- (b) the Supplier does not provide the software to which a Computer Based Exam relates and the Customer is responsible for ensuring its own access to such software;
- (c) the Customer is responsible for configuring their own information technology, computer programmes and hardware in order to access the Computer Based Exam and Computer Based Exam Platform and should use their own virus protection software. The Supplier is not responsible for any failure to access the Computer Based Exam or Computer Based Exam Platform as a result of the incompatibility of the Customer's computer programmes or hardware;
- (d) the Invigilator must be able to monitor and validate the Customer's compliance with this Contract for the full duration of the Computer Based Exam. If the Invigilator is not able to do so for any reason other than their own fault, this may lead to the invalidation of any results for the Computer Based Exam. The Customer agrees that the Supplier shall not be obliged to provide any refund of the Price (or any part thereof);
- (e) the Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Computer Based Exam or Computer Based Exam Platform and shall promptly notify the Supplier in the event of any such unauthorised access or use;
- (f) access to the Computer Based Exam or Computer Based Exam Platform may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond the Supplier's control;
- (g) the Supplier does not warrant that the use of the Computer Based Exam or Computer Based Exam Platform will be uninterrupted or error-free and the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet and the Customer's internet connection, and the Customer acknowledges that



the Computer Based Exam or Computer Based Exam Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities and the Customer agrees that the Supplier shall not be obliged to provide any refund of the Price (or any part thereof); and

- (h) if, for any reason, the Computer Based Exam or Computer Based Exam Platform are defective or not accessible, the Supplier shall commence remedial work as soon as reasonably practicable in the circumstances, and shall use its reasonable endeavours to remedy any such problem, save that nothing shall require the Supplier to carry out such work outside Normal Working Hours.

9.3 The Customer shall not:

- (a) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Computer Based Exam or Computer Based Exam Platform that:
  - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - (ii) facilitates illegal activity;
  - (iii) depicts sexually explicit images;
  - (iv) promotes unlawful violence;
  - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
  - (vi) is otherwise illegal or causes damage or injury to any person or property; or
  - (vii) may cause, or be likely to cause, any damage to or have an adverse impact on, the Supplier's reputation, Intellectual Property Rights or goodwill;
- (b) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Computer Based Exam or Computer Based Exam Platform in any form or media or by any means; or
  - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Computer Based Exam or Computer Based Exam Platform;

- (c) access all or any part of the Computer Based Exam or Computer Based Exam Platform in order to build a product or service which competes with the Computer Based Exam or Computer Based Exam Platform;
- (d) make copies or print any part of the Computer Based Exam or Computer Based Exam Platform save as expressly permitted under this Contract;
- (e) use the Computer Based Exam or Computer Based Exam Platform to provide services to third parties;
- (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Computer Based Exam or Computer Based Exam Platform available to any third party;
- (g) attempt to obtain, or assist third parties in obtaining, access to the Computer Based Exam or Computer Based Exam Platform; or
- (h) introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's, access to any material that breaches the provisions of this Condition 9.4 of this Section D.