

GL ASSESSMENT TERMS & CONDITIONS

This contract sets out your legal rights and responsibilities, our legal rights and responsibilities and certain key information required by law.

In this contract:

- 'We', 'us' or 'our' means **GL Assessment Limited**, incorporated and registered in England and Wales under company number: 01525617, whose registered address is 1st Floor, Vantage London, Great West Road, London, TW8 9AG (VAT number: GB 811541759); and
- 'You' or 'your' means the person using our site to buy goods and/or services from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- email info@gl-assessment.co.uk (Monday to Friday: 8:30am to 5pm); and
- telephone 0330 123 5375 (Monday to Friday: 8:30am to 5pm). We may record calls for quality and training purposes.

IF YOU ARE A "TRADER" SECTION 1 AND 2 WILL APPLY TO YOU. A 'trader' means a person acting for purposes relating to that person's trade, business, craft or profession (E.G. A TEACHER, DOCTOR, PSYCHOLOGIST ETC.), whether acting personally or through another person acting in the trader's name or on the trader's behalf. **IF YOU ARE NOT A TRADER, ONLY SECTION 1 APPLIES TO YOU AND YOU MAY IGNORE SECTION 2.**

SECTION 1

1 Introduction

- 1.1 If you buy goods and/or services on our site you agree to be legally bound by this contract.
- 1.2 When buying any goods and/or services you also agree to be legally bound by:
- 1.2.1 our website terms and conditions and any documents referred to in them;
- 1.2.2 extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons;
- 1.2.3 the terms and conditions for use of our Testwise Reporting Service (**TRS**) and/or Testwise digital testing platform (**Testwise**) as applicable. If you want to see these specific terms, please see here:
 TRS:
<https://reports.testwise.net/static/TermsOfService.html>
 Testwise:
<https://secure.testingforschools.com/gl/Legals/TermsOfService>; and
- 1.2.4 specific terms which apply to certain goods and/or services. If you want to see these specific terms, please visit the relevant webpage for the goods and/or services.
- 1.3 All the documents detailed in clause 1.2 of Section 1 form part of this contract as though set out in full here.

2 Information we give you

- 2.1 We will give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
- 2.1.1 click on the 'My Orders' tab in the My Account section of the website; or
- 2.1.2 read the acknowledgement email (see clause 3.3 of Section 1);
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

3 Ordering goods and/or services from us: online transactions

- 3.1 You can place an order on the site by setting up an account with us here (<https://www.gl-assessment.co.uk/account/log-in/>). Some of our goods and/or services can only be purchased by individuals with the required qualifications and who have completed our Qualifications Form before the goods can be despatched and/or the services can be performed. For more information on what qualifications are required to purchase certain goods and/or services

and details of how to complete our Qualification Form, please visit here (<https://www.gl-assessment.co.uk/support/who-can-buy-our-assessments-and-services/>).

- 3.2 Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.
- 3.3 When you place your order at the end of the online checkout process (e.g. when you click on the 'COMPLETE ORDER' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- 3.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 3.4.1 the goods and/or services are unavailable;
- 3.4.2 we cannot authorise your payment;
- 3.4.3 you are not allowed to buy the goods and/or services from us (e.g. you do not have the required qualifications or you have not correctly completed the Qualification Form);
- 3.4.4 we are not allowed to sell the goods and/or services to you;
- 3.4.5 you have ordered too many goods and/or services;
- 3.4.6 there has been a mistake on the pricing or description of the goods and/or services; or
- 3.4.7 if something happens that is outside of our control that prevents us from being able to accept your order.
- 3.5 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:
- 3.5.1 a legally binding contract will be in place between you and us; and
- 3.5.2 we will dispatch the goods to you (and perform the services as agreed).
- 3.6 Where we cannot accept your order for one or more of the reasons set in clause 3.4 of Section 1 but we have already taken payment from you, we will reimburse you without undue delay, and not later than, 14 days after the day the Confirmation Email is sent to you.
- #### 4 Right to cancel this contract
- 4.1 If you have purchased paper-based products from us, you have the right to cancel this contract within 14 days without giving any reason. If you have purchased any digital content which is not supplied on a tangible medium (e.g. on a CD or DVD) and you accepted when you placed your order that we could start to deliver it, you cannot cancel it once delivery has started.
- 4.2 The cancellation period will expire after 14 days from the day the Confirmation Email is sent to you.
- 4.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email).
- 4.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- #### 5 Effects of cancellation
- 5.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 5.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 5.3 We will make the reimbursement without undue delay, and not later than:
- 5.3.1 14 days after the day we received back from you any goods supplied; or
- 5.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
- 5.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 5.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly

- agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 5.5 If you have received the goods:
- 5.5.1 you shall send back the goods or hand them over to us or we will remove your access to any digital content through the applicable platform, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- 5.5.2 you will have to bear the direct cost of returning the goods.
- 5.5.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
- 6 Delivery of goods**
- 6.1 You can review your delivery options before you place your order.
- 6.2 The estimated date for delivery of the goods is set out in the Confirmation Email (see clause 3.5 of Section 1).
- 6.3 If something happens which:
- 6.3.1 is outside of our control; and
- 6.3.2 affects the estimated date of delivery, we will let you have a revised estimated date for delivery of the goods.
- 6.4 Delivery of the goods will take place when we deliver them to the address that you gave to us or, for all digital content, when it is available through your Testwise account (see clause 1.2.3 of Section 1).
- 6.5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:
- 6.5.1 let you know;
- 6.5.2 cancel your order; and
- 6.5.3 give you a refund.
- 6.6 If nobody is available to take delivery, please contact us using the contact details at the top of this page.
- 6.7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.
- 7 Payment**
- 7.1 We accept the following credit cards and debit cards: Visa Credit, Visa Debit, Visa Electron, Visa Purchasing, Mastercard, Mastercard Debit and Maestro.
- 7.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods and/or services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 7.3 Your credit card or debit card may still be charged before your order is accepted.
- 7.4 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 7.5 If your payment is not received by us and you have already received the goods, you:
- 7.5.1 must pay for such goods within 14 days; or
- 7.5.2 must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them and not use them before you return them to us.
- 7.6 If you do not return any goods (such as where you have not paid for them), we may at our discretion collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 7.7 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under clauses 4 and 5 of Section 1.
- 7.8 The price of the goods:
- 7.8.1 is in pounds sterling (£)(GBP);
- 7.8.2 includes VAT at the applicable rate; and
- 7.8.3 does not include the cost of delivering the goods (you can review the delivery options and costs before you place your order).
- 8 Nature of the goods**
- 8.1 You have certain legal rights (also known as 'statutory rights'), for example, the goods:
- 8.1.1 are of satisfactory quality;
- 8.1.2 are fit for purpose;
- 8.1.3 match the description or sample.
- 8.2 We must provide you with goods that comply with your legal rights.
- 8.3 Any goods sold:
- 8.3.1 at discount prices;
- 8.3.2 as remnants; or
- 8.3.3 as substandard, will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.
- 9 Faulty goods**
- 9.1 If you think the goods are not as described, are not fit for purpose and/or not satisfactory quality and you notify us within 30 days of delivery of the goods, you can contact us using the contact details at the top of this page and ask us to:
- 9.1.1 repair the goods;
- 9.1.2 replace the goods;
- 9.1.3 give you a price reduction; or
- 9.1.4 give you a refund (in which case we may ask for the goods to be returned to us at our cost).
- 9.2 For more detailed information on your rights and what you should expect from us, please:
- 9.2.1 contact us using the contact details at the top of this document; or
- 9.2.2 visit the Citizens Advice website www.citizensadvice.uk or call 03454 04 05 06.
- 9.3 Nothing in this contract affects your legal rights under the Consumer Rights Act. You may also have other rights in law.
- 10 Intellectual property rights**
- 10.1 We own all intellectual property rights relating to or arising out of the goods and services (including all intellectual property rights in the associated documentation). We grant you a license to use those intellectual property rights on a non-exclusive basis to such extent as is necessary to enable you to use the services and goods. Nothing in this contract operates to transfer any such intellectual property rights.
- 10.2 You shall not copy, adapt, modify, reverse engineer or otherwise exploit the goods except as permitted under clause 10.1 of Section 1.
- 11 End of the contract**
- If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.
- 12 Limit on our responsibility to you**
- 12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:
- 12.1.1 losses that:
- (a) were not foreseeable to you and us when the contract was formed; or
- (b) that were not caused by any breach on our part;
- 12.1.2 business losses.
- 13 Disputes**
- 13.1 We will try to resolve any disputes with you quickly and efficiently.
- 13.2 If you are unhappy with:
- 13.2.1 the goods;
- 13.2.2 our service to you; or

- 13.2.3 any other matter, please contact us as soon as possible.
- 13.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
- 13.3.1 let you know that we cannot settle the dispute with you; and
- 13.3.2 give you certain information required by law about our alternative dispute resolution (ADR) provider. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: <https://webgate.ec.europa.eu/odr>.
- 13.4 If you want to take court proceedings, the courts of England will have exclusive jurisdiction in relation to this contract. The laws of England and Wales will apply to this contract.
- 14 General**
- 14.1 **Third party rights.** No one other than a party to this contract has any right to enforce any term of this contract.
- 14.2 **Assignment.** You may not assign or otherwise transfer any of your rights, benefits or obligations under this contract without our prior written consent.
- 14.3 **Severance.** If any provision of this contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.4 **Variation and waiver.** Any variation of this contract must be in writing and signed by or on behalf of you and us. No failure to exercise or delay in exercising any right or remedy provided under this contract or by law constitutes a waiver of such right or remedy nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.
- 14.5 **Whole agreement and no reliance.** This contract constitutes the whole agreement and understanding between us and you. You acknowledge that you have not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this contract.

SECTION 2

THIS SECTION 2 DOES NOT APPLY TO CONSUMERS and shall only apply to a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

1 Your contract with us

- 1.1 The following clauses in Section 1 above shall not apply to our contract with you: clause 4, clause 5, clause 7.7, clause 8, clause 9, clause 12 and clause 13.3.
- 1.2 The following clauses in this Section 2 shall apply in addition to Section 1 (other than those clauses specifically excluded under clause 1.1 of Section 2) to your contract with us.

2 Ordering goods and/or services from us: by telephone, fax, email, post or through a local Area Consultant

- 2.1 In addition to placing orders online in accordance with clause 3 of Section 1, you may also place orders in the following ways:
- 2.1.1 **By Post:** by using an order form from one of our catalogues or brochures addressed to GL Education Group Distribution Services, Unit 28 Bramble Road, Techno Trading Estate, Swindon, SN2 8EZ
- 2.1.2 **By Fax:** 0330 123 5471
- 2.1.3 **By Telephone:** 0330 123 5375
- 2.1.4 **By Email:** info@gl-assessment.co.uk
- 2.1.5 **Through your local Area Consultant:** please find their details here <https://www.gl-assessment.co.uk/contact/find-your-consultant/>
- 2.2 Some of our goods and/or services can only be purchased by individuals with the required qualifications and who have completed our Qualifications Form before the goods can be despatched and/or the services can be performed. For more information on what

qualifications are required to purchase certain goods and/or services and details of how to complete our Qualification Form, please visit here (<https://www.gl-assessment.co.uk/support/who-can-buy-our-assessments-and-services/>).

- 2.3 Please check your order carefully before submitting it. If you need to correct any errors you can do so before submitting it to us.
- 2.4 Once you have placed your order in accordance with clause 2.1 of Section 2, we may contact you to say that we do not accept your order. This is typically for similar reasons to those set out in clause 3.4 of Section 1.
- 2.5 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:
- 2.5.1 a legally binding contract will be in place between you and us; and
- 2.5.2 we will dispatch the goods to you (and perform the services as agreed).
- 2.6 Where we cannot accept your order for one or more of the reasons set in clause 3.4 of Section 1 but we have already taken payment from you, we will reimburse you.

3 Goods and/or services

- 3.1 We shall provide the goods and/or services to you in accordance with this contract and with reasonable skill and care.
- 3.2 We shall use reasonable endeavours to deliver the goods and/or perform the services on or by any agreed dates, or otherwise within a reasonable period of time, but any dates quoted shall be approximate only and time shall not be of the essence for delivery of the goods or performance of the services.
- 3.3 We reserve the right to alter or cancel our events (including our conferences and exhibitions) and our training workshops. In the event of our cancellation of an event and/or training workshop and payment for attending that event/training workshop has already been received by us from you, we will refund that payment.

4 Payment

- 4.1 In addition to clause 7.1 of Section 1, all UK schools and authorities who register with us will be given the option to order on invoice during checkout. You will need to enter your official order reference number during checkout.
- 4.2 If you fail to pay any amount due to the other by the due date for payment, you will pay interest immediately on demand on any outstanding amount at the rate of four per cent per annum above Barclays Bank base lending rate from time to time from the due date for payment until the payment is made in full, whether before or after judgment.

5 Intellectual property rights

- 5.1 In addition to clause 10 of Section 1, where the goods consist of paper materials, you must keep such materials confidential and secure. Parents and staff who do not administer examinations should not be given any access to any goods or materials provided in connection with the services.

6 Limitation of liability

- 6.1 Nothing in this contract shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, or any other act or omission for which liability may not be excluded or limited by law.
- 6.2 All warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 6.3 Subject to clause 6.1 of Section 2, our total liability arising under or in connection with this contract, whether in tort (including negligence or breach of statutory duty), contract, or otherwise, shall be limited to the value of each order in which our liability has arisen. We shall not be liable for any loss of profit, business, business opportunity, goodwill, anticipated savings, loss of or corruption of data, or any indirect or consequential damages.