These Terms and Conditions are the standard terms and conditions that apply to all Services provided by us, SMK Gateway, a company in England, whose address is Ground Floor, 599 Avebury Boulevard, Milton Keynes, MK9 3HR.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"AAT" means the accounting technician level qualifications which are to be supplied by us to you as specified in your Order

"Access Arrangements" means adjustments approved by the awarding bodies to enable candidates with disabilities, special educational needs, medical illnesses and/or temporary injuries to undertake assessments without being disadvantaged

"Awarding Body" means an examination board in the United Kingdom, which sets examinations and awards qualifications, such as GCSEs and A-levels.

"Bill Payer" means the individual(s) who pays, on behalf of the Candidate.

"Consumer" is as defined in the Consumer Rights Act 2015.

"Contract" means the contract for the purchase of the Services.

"Candidate" means you, the individual placing an Order with us.

"Exam" means the Exam or Assessment which is to be supplied by us to you as specified in your Order (and confirmed in our Order Confirmation) as per the Awarding Body specification criteria;

"Functional Skill" means the qualifications which are to be supplied by us to you as specified in your Order.

"Order" means your order for the Exam, Functional Skill, AAT or other exams booked.

"Order Confirmation" means our acceptance and confirmation of your Order as described in clause 3.

"Services" means the assessment arrangement services for but not limited to A Levels, GCSEs, IGCSEs, or Functional Skills.

"We/Us/Our" means us, SMK Gateway, and includes all employees and agents of ours.

Each reference in these Terms and Conditions to "writing" and "written" includes electronic communications such as e-mail or text message.

2. The Contract

2.1 These Terms and Conditions govern the sale of all Services by us and will form the basis of the Contract between you and us. If you wish to place an Order with us either for yourself or someone else, please complete the online application form. Should the Candidate have any Access Arrangements please let us know at this time, and a meeting (by phone call or Microsoft Teams) will be arranged to discuss your requirements, and any necessary evidence and fees will be discussed with you at this time.

2.2 The order confirmation and invoice will be in your account.

2.3 Full payment must be made by the 'due date' detailed on the invoice or email, unless otherwise agreed. If the first entry deadline has passed, payment will be required immediately; should payment not be received by the due date, we reserve the right to withdraw the entry or we invoice inclusive of appropriate fees 2.4 We reserve the right to make any changes in the specification of the Services that may be required to conform to any applicable safety or other legal or regulatory requirements, without notice.

2.5 Once payment has been received, we will make the entry and send all relevant information via email.

2.6 It is the responsibility of the Candidate or Bill Payer to ensure the correct entry codes are submitted with your application form, inaccurate codes may incur additional fees and delays.

2.7 Any information supplied on the application form that is inaccurate or false may be deemed as malpractice and be cancelled in accordance with clause 6.

3. Price and Payment

3.1 Fees are publicised on our booking platform and or website. The examination entry fee includes the Awarding Body entry fees and the associated costs of delivering exams. Certificates are to be collected in person from us (free of charge) or can be posted upon request. If you require your certificate(s) to be posted, it will be delivered by Royal Mail 2nd Class (tracked and/or signed for) at a cost of £12. Access arrangement is charged separately after a meeting. If you require replacement certificates or certificates to be delivered via a different service, this will incur additional costs. International delivery costs will be advised where applicable.

3.2 Entries for Exams with the Awarding Body will not be deemed confirmed until the invoice is paid in full

3.3 Anything above the normal process, that are not requested by our Access Arrangements team including but not limited to additional mocks, dyslexia screening, dyslexia diagnosis and home invigilation will be liable for additional costs. Should

you request any additional Access Arrangements that have not been advised by a SENco or need home invigilation, an invoice will be raised and payable immediately.

3.4 Payments are non-transferable and non-refundable except in accordance with clause 6 below.

3.5 All our fees are priced in pounds sterling (£GBP).

3.6 We have made every reasonable effort to ensure that our prices as shown in our current sales and marketing literature and on our website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in our sales and marketing literature or on our website, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

3.7 **If there is an obvious pricing error on our website, we will be under no obligation to provide the Services to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing**. Prices will be checked when we process your Order.

3.8 Any certificates that have not been collected by 6 months and you have been informed of its availabilty via email, will incur a charge of £10/month and be securely destroyed after 12months from the date you were advised to collect it. Any costs incurred for replacement certificates will be the responsibility of the Candidate/Bill Payer.

3.9 Invoices can be paid by electronic bank transfer or card any other method may incur additional fees. All payments will go through a secure payment gateway. We accept Visa Credit, Visa Debt, and MasterCard. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to Stripe's terms and conditions. A separate contractual relationship is created between you and Stripe, and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by Stripe.

4. Cancelling the Exams if You Change Your Mind

4.1 If you are a Consumer in the United Kingdon, you have a legal right to a "cooling-off" period within which you can cancel the Services for any reason. This period begins once your Order is complete and we have sent you your Order Confirmation. i.e. when the Contract between you and us is formed. You may also cancel for any reason before we send the Order Confirmation. Should the entry be submitted to the Awarding Body then you waiver your right to a cooling off period and clause 7 will apply.

4.2 If you wish to exercise your right to cancel under this clause 4, you must inform us of your decision before the first entry deadline. Your payment will be refunded minus £100 for admin and bank charges.

4.3 Refunds under this clause 4 will be made using the same payment method that you used when paying your invoice.

5. The Services

5.1 All information regarding the day of the Exam can be found on our website and you must make yourself familiar with the rules and regulations of the Awarding Bodies.

5.2 We reserve the right to refuse entry or terminate your place in the Exam should you not adhere to such guidelines including but not limited to lateness, disruptive behaviour, or we reasonably believe any plagiarism or malpractice has occurred.

5.3 Please note for any circumstances listed in clause5.2 then we have a duty to report to the relevant Awarding Body, any upheld complaints and/or malpractice will result in your entry being withdrawn and no refunds being issued.

5.4 Where applicable, should a home visit not meet the necessary requirements for our home invigilation Services the fees charged for the initial home visit are non-refundable.

5.5 Any Access Arrangements that include the ability to use a laptop and in which this has not been accepted and used on the first exam, the option will no longer be offered for any remaining Exams.

5.6 We reserve the right to host exams at alternative sites, in accordance with JCQ and CIE regulations of up to a 90-minute journey from your chosen centre where possible we will provide you with these details at least 7 days before the exam. Activation of T&E contingency in accordance with JCQ regulations will exclude this clause. No refunds will be issued if the exam is moved within this notice period

5.7 We use our best endeavours to begin Exams at the scheduled time. However, delays may occasionally occur due to unforeseen circumstances. Should an Exam be delayed for any reason, we will manage late starts in accordance with Awarding Body regulations.

Home Invigilation may be considered for Candidates who are unable to attend a centre due to physical or mental health difficulties. Approval is not automatic and is subject to the following conditions:

5.7.1 Eligibility & Location: The Candidate's home address must be within 45 minutes of the

exam Centre at peak travel times. Requests outside this area will not be accommodated.

5.7.2 Staffing & Availability: Home Invigilation is limited and will be considered on a first-come first-served basis. It is dependent on the availability of appropriately trained invigilators who can travel to the home address. We reserve the right to withdraw an entry if suitable staffing cannot be secured.

5.7.3 Home Visit: A pre-exam home visit will be required to ensure the location complies with Awarding Body regulations. Centre staff will contact you to arrange this.

5.7.4 Evidence: Supporting medical or professional evidence will be required. This will be requested by our Access Arrangements team once the home visit has been completed and the Centre is satisfied that Home Invigilation is feasible.

5.7.5 Restrictions: Home Invigilation must be conducted at the Candidate's registered home address. Alternative sites, such as family, friends, or hired premises will not be considered.

5.7.6 Withdrawal of Service: We reserve the right to withdraw or reuse Home Invigilation atany stage if the arrangements do not comply with Awarding Body regulations, if sufficient evidence is not provided, or if we are unable to provide appropriately trained invigilators. In such cases, candidates will be offered the opportunity to sit at the Centre venue instead.

5.8 Results issued on results day are provisional and subject to confirmation by the Awarding bodies. Certificates, when issued, are the official confirmation of achievement. We cannot guarantee the timing or method of results release as this is determined by the Awarding Bodies.

5.9 Requests for reviews of marking or appeals must be received by us together with payment of Awarding Body fees before the Awarding Body deadlines. We accept no liability if you fail to meet these deadlines. The outcome of reviews or appeals rests solely with the Awarding Body and no refunds are issued if marks remain unchanged.

5.10 We are committed to equality and will make reasonable adjustments for Candidates with disabilities or medical needs, in line with the Awarding Body regulations. However, adjustments are limited to those permitted by Awarding Bodies, and we cannot implement arrangements outside of their rules or deadlines. No refunds will apply if an Awarding Body refuses or limits an adjustment.

6. Candidates' Responsibilities

6.1 You agree, where applicable, to:

6.1.1 bring valid photographic identification (e.g; passport, driving licence) to each Exam.

6.1.2 comply with all reasonable instructions given by invigilators and staff.

6.1.3 arrive on time, being aware that parking is not provided at any of our venues and it is your responsibility to find appropriate parking facilities.

6.1.4 conduct yourself respectfully at all times towards staff, invigilators, and other candidates. Aggressive, threatening or inappropriate behaviour whether inside or outside the exam room may result in removal from the centre, withdrawal from the exam, and/or refusal of future Services.

6.1.5 bring the correct equipment (e.g calculators) and it complies with Awarding Body regulations. Smart devices, including mobile phones and smart watches, are not permitted in exam rooms.

6.1.6 comply with the venue's rules and regulations, including but not limited to health and safety, fire evacuation, and site security. We are not liable for the facilities provided by such venues (including heating, lighting, accessibility or toilets).

6.2 **By attending your exam, you confirm you are medically fit to sit it. If you attend while unwell, it will be taken as confirmation that you considered yourself fit.**

6.3 Where our Services are being delivered online, all Candidates will need an adequate and secure internet connection. a device that meets the technical requirements and a quiet space free from any interruptions. We cannot be held responsible for the quality and/or outcomes of the Services provided in the event of connectivity issues. Where we are unable to deliver any session due to internet connection or other technical issues on our part, our sole liability will be to rearrange the session to a mutually convenient time, and no refunds will be offered.

6.4 If you fail to meet any of the provisions of this clause 6, without limiting our other rights or remedies, we reserve the right to cancel the Services with no refund due to you.

7. Cancellation of the Services

7.1 You may cancel the Exam for any reason prior to the first SMK Gateway Entry Deadline Date. Subject

to the remainder of this clause 7,

7.1.1 If you cancel the Exam (and the Contract) any refund will be subject to a £100 administration and bank charges fee.

7.1.2 If you cancel the Exam (and the Contract) and the Access Arrangements process has started, we will retain all sums, and no refunds will be issued.

7.2 Failure to attend will be treated as a cancellation by you and no refunds will be issued and additional fees may apply. Special considerations may be applied at the discretion of the Awarding Body, and you must contact us in writing via email within 48 hours of the Exam to explain any mitigating circumstances and provide evidence as to such. We cannot accept any liability of the outcome.

7.3 We may cancel the Services for any reason at any time prior to the date of the Exams including if an exam is cancelled by an awarding body, regulator or by the Department for Education. If we cancel and you have made any payment to us that/those sum(s) will be retained and such sums shall count towards the rescheduled Exam which will be offered to you, alternatively we can issue a credit note or refund, unless you have entered into a continuous assessment programme with one of our third parties.

8. Our Liability

8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions, or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

8.2 Under no circumstances will we be liable to you for any compensation or for any loss opportunity whatsoever nor are we responsible for advising you on subject choices, suitability of qualifications, or career progression. Our liability is limited to facilitating Exam entry and delivery in line with Awarding Body regulations.

8.3 We are not responsible for any changes made by the Awarding Body to Exam dates, times or formats. If the Awarding Body reschedules or amends an Exam, we will make all reasonable efforts to inform you but will not be liable for any costs you incur due to the change.

8.4 We accept no liability for errors, delays or decisions made by Awarding Bodies including but not limited to the loss of scripts, delays in marking, amended results, or changes in grade boundaries.

8.5 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors), or for fraud or fraudulent misrepresentation.

8.6 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer. More information on your rights as a Consumer can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control (Force Majeure):

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to, failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

10. Communication, Complaints and Feedback

10.1 We always welcome feedback from our Candidates and whilst we always use all reasonable endeavours to ensure that your experience as a Candidate of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you wish to complain about any aspect of your dealings with us, please contact us in writing and we will advise you on our complaints policy.

10.2 If you wish to contact us in writing, please use the contact form on our website or email info@sievemk.org.uk.

11. How We Use Your Personal Information (Data Protection)

11.1 All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and your rights under that Act.

11.2 We may use your personal information to provide our services to you, process your payment, send our newsletter to you; and/or inform you of any updates. You may request that we stop sending you this information at any time. We will not pass on your personal information to any third parties without first obtaining your express permission.

11.3 Further information about our use of your personal

information is available in our Privacy Policy, which is included on our website.

12. Assignment

12.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.

12.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract) without our express written permission.

13. Third Party Rights

13.1 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14. Severance

14.1 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms & Conditions and the remainder will be valid and enforceable.

15. Waiver

15.1 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

16. Governing Law and Jurisdiction: These Terms and Conditions and the Contract between you and us will be governed by, and construed in accordance with, the laws of England and Wales and any dispute will fall within the non-exclusive jurisdiction of the courts of England and Wales.

Automatic Acceptance Clause

By submitting any application for a service provided by SMK Gateway, the Applicant hereby acknowledges and agrees that such submission constitutes unconditional acceptance of the Terms and Conditions, together with all policies, procedure, and documents referenced herein. The Applicant further confirms that they have read, understood and agreed to be bound by the same in their entirety.