

Cskills Awards
Awards Online – Terms and Conditions

- 1 These terms and conditions apply to your use of the Awards Online registration and certification system ('Awards Online'). They supplement and should be read in conjunction with the CITB website terms and conditions ('General Terms'), www.citb.co.uk.
- 2 In these terms and conditions '**we**' and '**us**' means the Construction Industry Training Board (Registered Charity No. 264289) otherwise known as CITB, '**you**' means the Approved Centre making an Application under these terms and conditions; '**Application**' means a request by you to complete the registration of an individual undertaking an approved course or requesting us to issue a certificate to a registered individual following successful completion of an approved course; '**Approved Centre**' means an organisation/entity who has been approved and appointed by us to offer approved courses to individuals and entered into the Approved Centre Contract; '**Approved Centre Contract**' means the contract entered into by ourselves and you appointing you as an Approved Centre and providing access to Awards Online.
- 3 Your access to and use of Awards Online constitutes your acceptance of these terms and conditions which takes effect from the date on which you use Awards Online. If you do not accept these terms and conditions in full you must leave Awards Online immediately.
- 4 We may revise these terms and conditions at any time by updating this page. Please check this page each time you use Awards Online. Your continued use of these pages will mean that you agree to any such changes.

Contract Formation

- 5 You may make an Application by following the registration/certification process on our website. If you place an Application you will be able to correct errors to the Application up to the point at which you click 'submit' on the final page of the process and we shall notify you of your Application, if acceptable to us, through Awards Online in your 'message' section as soon as possible to confirm receipt and details of your Application.
- 6 All Applications shall be regarded as an offer by you under these terms and conditions. Acceptance by us will take place upon notification to you in accordance with condition 5 above.
- 7 Our acceptance of your Application brings into existence a legally binding agreement between us.
- 8 You warrant that all your staff using Awards Online have received appropriate training and refresher updates and are authorised to use Awards Online.

Data Accuracy

- 9 You are responsible for the accuracy, content and completeness of all data entered onto Awards Online. You shall ensure that all Applications shall be for courses for which you are approved to offer in accordance with your Approved Centre Contract.
- 10 You shall ensure that only authenticated candidate achievements are entered onto Awards Online. Authenticated candidate achievement means they have been authenticated by an internal quality assurer registered at the Approved Centre in accordance with the Approved Centre Contract.

Price

- 11 The prices for Applications shall be as set out in the covering letter accompanying the terms and conditions. We reserve the right to change prices listed without notice.

- 12 Prices shown include VAT, where and to the extent that VAT is required to be applied to the Application. When you make an Application for delivery outside the UK the Application may be subject to import duties and taxes which may apply. Any additional charges for customs clearance or otherwise must be borne by you.
- 13 If the certificates issued following an Application are delivered to an address postal and packing charges are free unless you are notified otherwise prior to dispatch.

Payment

- 14 Invoices shall be sent to you in PDF format through Awards Online with your notification as detailed in condition 5. All payments must be made in UK sterling (GBP) and may be by postal order, cheque or BACS transfer.
- 15 Payment shall be made within 30 days of the date of the invoice. If full payment is not received when due we shall be entitled to include interest on the amount outstanding from the date when such payment is due until the date of actual payment (both after as well as before judgement) at a rate of 4% above the base rate from time to time of Barclays Bank plc.
- 16 Without waiver or limitation of any rights or remedies we shall be entitled to set-off any and all monies owed by us to you against and all monies owed by you to us under this or any contract.

Delivery

- 17 We shall use our reasonable endeavours to dispatch the certificates to you within three (3) working days of receipt of notification in accordance with condition 5.
- 18 Delivery shall be deemed to take place upon delivery at the Approved Centre.

Risk Ownership and Damage

- 19 Risk of damage to or loss of a certificate shall pass to you upon delivery in accordance with condition 18.
- 20 Title to the Products shall not pass to you until all sums owing to us by you have been paid.
- 21 You shall inspect the certificate upon delivery for defects and damage. If you find a defect or damage you must tell us within five days of delivery. If the certificate is found to be damaged or defective upon delivery to you we will replace the certificate, no other remedy shall be available to you.
- 22 At our request and direction you shall send the damaged or defective certificate. We will check the certificate returned, in the event we find no fault we reserve the right not to replace the certificate and to recover our fees and expenses from you.

Intellectual Property

- 23 The names, images and logos identifying CITB and Cskills Awards are proprietary marks of CITB.
- 24 All other trademarks, brand names, product names, titles and copyright used in Awards Online are trademarks, brand names, product names or copyright of their respective holders. No permission is given by CITB in respect of the use of any of them and such use may constitute an infringement of the holder's rights.
- 25 Copyright subsists in our website, our literature and our certificates, these may not be reproduced in any form without our prior written consent. You may not use any such material, or any names, images, and logos identifying CITB and Cskills Awards for any marketing or advertising purposes without the prior consent in writing of CITB.

Liability

- 26 Use of Awards Online is at your sole risk. We shall not be liable for any loss or damage whatsoever and howsoever arising as a result of your use of or reliance on the information contained on Awards Online to the maximum extent permitted by law.
- 27 We shall not be liable to you;
- a) for any indirect, special or consequential loss of any nature whatsoever; or
 - b) for any loss of profits, loss of income, other economic loss, loss of data, administrative inconvenience or disappointment; or
 - c) where performance of any obligation to you is prevented by any circumstances beyond our reasonable control including without limitation strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
- 28 Nothing in these terms and conditions is intended to limit our liability for death or personal injury caused by our negligence.
- 29 Subject to condition 28 our liability to you in contract, tort or otherwise is limited to the value of each Application.
- 30 While we endeavor to ensure that the information on Awards Online is correct, the material on Awards Online is provided 'as is' excluding any condition, warranties or other terms of any kind as to the accuracy and completeness of such material. In particular while we aim to ensure any information displayed on Awards Online is up-to-date new information will be uploaded one or two business days after any change.

Indemnity

- 31 You shall fully indemnify and keep us fully indemnified for any loss or damage suffered by us for breach of the terms and conditions including any failure to comply with the Data Protection Act 1998.

Audit Requirements

- 32 You agree to allow us or our agent's access to your premises during working hours to audit all related documentation and records (including taking copies of such materials) as detailed in the Cskills Awards Requirements for Approved Centres.

Data Protection

- 33 For the purposes of the Data Protection Act, you are a data controller for the personal records that you enter onto Awards Online. You must notify each individual whose data you enter onto Awards Online, that:
- a) you have recorded their details on Awards Online;
 - b) the information recorded will be seen by authorised personnel within your organisation and will be supplied to personnel within CITB;
 - c) the information stored is to be used to register their enrolment, progress and certification in relation to approved courses;
 - d) the information recorded will also be accessed by personnel from CITB for the purpose of data processing;
 - e) the information will also be used by CITB to contact the individual, by mail, for the purposes connected with its role as a Sector Skills Council, an Industrial Training Board and in providing goods and services unless the individual has expressed a wish not to receive such information.
- 34 Should an individual whose details are recorded on Awards Online request a copy of the information stored about them, you must provide it or put the individual in touch with us and we will provide it.
- 35 If you become aware of any errors or omissions or problems with the data contained within and/or Awards Online itself these must be reported to us immediately.

- 36 You shall:
- a) maintain an up-to-date record detailing each individual's status in relation to direct marketing activities to be undertaken by you and/or ourselves and inform us immediately should an individual not wish to receive such information or their status changes; and
 - b) further ensure your actions are at all times in accordance with the Data Protection Act 1998.

General

- 37 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 38 The headings in these conditions are for convenience only and shall not affect their interpretation.
- 39 If any part of the conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the conditions will not be affected.
- 40 These terms and conditions shall be governed by and interpreted in accordance with English law and the English courts shall have non-exclusive jurisdiction to resolve any disputes between us.

Complaints

- 41 If you have a complaint please contact us, details below.

How to contact us

- 42 You can contact us by:

Email: cskillsawards@citb.co.uk

Website: www.citb.co.uk/awards

Telephone: 0344 994 4020

Post: Cskills Awards, CITB
Bircham Newton, Kings Lynn
Norfolk, PE31 6RH

Our office hours are 0800 – 1700 Monday to Thursday and 0800 – 1600 Friday excluding public holidays (in England and Wales).