LACON CHILDE SCHOOL
PART OF FOUR STONES GATEWAY

# LACON CHILDE SCHOOL

# EXAMINATIONS POLICY – VOCATIONAL COURSE

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| **DATE POLICY WAS APPROVED** | 16.12.2025 |
| **DATE POLICY WILL BE REVIEWED** | Autumm 2026 |
| **MEMBER OF STAFF WITH RESPONSIBILITY FOR REVIEW** | Exam Co-Ordinator |

## Key Definitions

All policies incorporate the following schools or organisations, unless specified otherwise, within Four Stones Gateway Trust ('the Trust'):

- Clee Hill Community Academy
- Cleobury Mortimer Primary School
- Haybridge High School and Sixth Form
- Haybridge Teaching School Hub
- Haybridge SCITT
- King Charles I School
- Lacon Childe School
- SHaW (Shropshire, Herefordshire, and Wolverhampton) Maths Hub
- Stottesdon CofE Primary School
- TDMS (The De Montfort School)
- Any other schools or organisations that may join the Trust from time to time and not listed above.

The terms Academy, School, Organisation and Trust are considered interchangeable in the context of all Trust policies.

Where appropriate, in this policy the term:

**"CEO"** includes the Chief Executive Officer

**"CFOO"** includes the Chief Financial Officer

**"Trust Senior Leadership Team"** includes Executive Headteachers, Headteachers, strategic operational leads and Teaching School/SCITT Directors.

**"Headteacher"** includes the appropriate School Headteacher.

**"Trustees or Trust Board"** are appointed Trustees who oversee the business of Four Stones Gateway Trust, agreeing the overarching strategic direction and ensuring robust governance.

**"Local Academy Boards (LAB)"** are appointed Governors at a local level associated with the Trust's Worcestershire Schools. LAB Governors act as advocates for their school's Safeguarding, SEND, Standards and Stakeholder engagement.

**"Local Governing Bodies (LGB)"** are appointed Governors at a local level associated with the Trust's Shropshire Schools. LGB Governors are advocates for their school's Safeguarding, SEND, Standards and Stakeholder engagement.

**"Chair"** responsible for leading the board and ensuring its effectiveness.

**"Stakeholders"** are any individuals or companies who are invested in the welfare and success of the Trust and/or School and its students, including staff members, students, parents, community members, LAB, LGB or Trust members, trade unions, local business leaders etc.

**Examinations Policy – Vocational Courses**

**Rationale**
Lacon Childe School takes its responsibility for ensuring the quality and reliability of assessment very seriously. It recognises that high quality assessment practices are an important element of the student experience and that the outcomes of assessment influence students' future lives.

This policy and procedure relates to all the vocational courses offered at Lacon Childe School (BTEC and OCR National qualifications). Vocational qualifications involve a learning and assessment style that is different to traditional GCSE courses. Courses are assessed through teacher-marked assignments and include one externally marked on-line component. Students should be aware of the volume of work that needs to be generated on an on-going basis to complete these assignments and the importance of getting that work handed in for assessment by the given deadline.

**Aims**
**Registration and certification**
- To register individual learners to the correct programme within agreed timescales.
- To claim valid learner certificates within agreed timescales.
- To construct a secure, accurate and accessible audit trail to ensure that individual learner registration and certification claims can be tracked to the certificate which is issued for each learner

**Assessment**
- To ensure that assessment methodology is valid, reliable and does not disadvantage or advantage any group of learners or individuals.
- To ensure that the assessment procedure is open, fair and free from bias and to national standards.
- To ensure that there is accurate and detailed recording of assessment decisions.

**Internal verification**
- To ensure that internal verification is valid, reliable and covers all assessors and programme activity.
- To ensure there is a Lead Internal verifier for every subject, when needed.
- To ensure that the internal verification procedure is open, fair and free from bias.
- To ensure that there is accurate and detailed recording of internal verification decisions.

**Appeals**
- To enable the learner to enquire, question or appeal against an assessment decision.
- To attempt to reach agreement between the learner and the assessor at the earliest opportunity.
- To standardise and record any appeal to ensure openness and fairness.
- To facilitate a learner's ultimate right of appeal to the awarding body, where appropriate.
- To protect the interests of all learners and the integrity of the qualification.

**Procedure**
**Registration and certification**
- Register each learner within the awarding body requirements
- Provide a mechanism for programme teams to check the accuracy of learner registrations
- Make each learner aware of their registration status
- Inform the awarding body of withdrawals, transfers or changes to learner details
- Ensure that certificate claims are timely and based solely on internally verified assessment records
- Audit certificate claims made to the awarding body
- Audit the certificates received from the awarding body to ensure accuracy and completeness
- Keep all records safely and securely for three years post certification.
- Newly appointed assessors and Lead IVs will complete the induction programme through the department teams and the QN. They will also be assigned an experienced member assessor/LIV to mentor and support.

**Assessment**
- Ensure that learners are provided with assignments that are fit for purpose, to enable them to produce appropriate evidence for assessment.
- Ensure candidates understand the need to acknowledge sources, quote and reference work to ensure they are not plagiarising other material. References should contain:

    - For books: author, title, place of publication, publisher, and publication year.
    - For articles: author, title of article, title of journal, volume, issue, date, page numbers, and doi or permalink.
    - For web page resources: author, title of page, Web address or URL, and date of access.
    - For AI sources: the name of the AI source used and the date the content was generated.
- Assess learner's evidence using the published assessment and grading criteria.
- Ensure that assessment decisions are impartial, valid and reliable.
- Develop assessment procedures that will minimise the opportunity for malpractice.
- Maintain accurate and detailed records of assessment decisions.
- Maintain a robust and rigorous internal verification procedure.
- Annually provide samples for National Standards Sampling as required by the awarding body.
- Monitor reports and undertake any remedial action required.
- Share good assessment practice between all vocational programme teams.
- Ensure that assessment methodology, and the role of the assessor, are understood by all relevant teaching staff.
- Provide resources to ensure that assessment can be performed accurately and appropriately.
- Every learner will have units and assignments marked and internally verified according to the schedule for their course.
- Ensure that the students are aware of the assessment requirements and regulations prior to them starting an assessment.
- The assessor must not provide the students with specific assessment feedback directly related to the achievement of specific assessment criteria.
- The feedback from the assessor must be completed on the appropriate awarding body's feedback form and within the specified time allocated within the assessment plan.
- The feedback should confirm which assessment criteria have been achieved and what evidence has been provided towards criteria not achieved. The must **not** be feedback on how to improve,.
- Ensure all work is authenticated on the awarding body's authentication forms.
- If the internal verifier questions the award of grades this must be reviewed and resolved with the assessor before the work is given back to the student.
- Units can be awarded up to a maximum of 3 years following the course or when the specification expires.
- All student work will be secured in a locked cabinet or on a secure drive that is backed up regularly
- Each subject leader will liaise with the exams officer to ensure certification is accurate.
- Each Lead IV will meet with exams officer to verify all results.
- Generally, only one submission is allowed for each assignment task. At their discretion, the Lead IV may authorise for a student to resubmit evidence to meet assessment criteria targeted by an assignment. The following conditions must be met;
  o The students has met the initial deadline set in the assignment (or agreed extension)
  o The assessor judges that the students can produce the evidence without further teacher guidance
- In the case of resubmissions the following information is required on the assessment feedback form:
    - Programme Title:
    - Unit Name and Number:
    - Learner Number:
    - Learner Name:
    - First submission Grade:
    - Resubmission Grade:
- Resubmissions must be completed within 15 school days of the student receiving feedback from the assessment
- Resubmissions must be authenticated by the student and the assessor.
- Staff malpractice will be dealt with in accordance with the professional code of conduct.

**Internal verification**

- Ensure that all Centre assessment instruments (assignment briefs, assessment plans and internal assessment decisions) are verified as fit for purpose.
- All subjects to have one member of staff to register and complete the online standardisation process and assessment in order to become Lead IV.
- The Lead IV will inform the QN if there are concerns over the marking of assignments by a member of staff.

- In instances where the Lead IV is also the assessor, the lead IV must ensure there is an appropriately trained member of staff to verify their assessment judgements.
- Verify an appropriately structured sample of assessor work from all programmes, sites and teams, to ensure Centre programmes conform to national standard requirements.
- Verify an appropriately structured sample to include pieces of work from all levels of achievement, including more of the most common grade.
- Plan an annual internal verification schedule, linked to assignment plans.
- Support assessors, who are new to the role, by increasing the verification sample size.
- Define, maintain, and support effective internal verification roles.
- Ensure that identified staff will maintain secure records of all internal verification activity.
- Brief and train staff of the requirements for current internal verification procedures.
- Promote internal verification as a developmental process between staff.
- Provide standardised internal verification documentation.
- Use the outcome of internal verification to enhance future assessment.

**Appeals**

Any appeals will be dealt with in accordance with the Internal Appeals Procedure (IAP) document. The following procedure has been put in place for appeals against decisions made by awarding bodies, and for internal assessments made by the School:

- Appeals can only be made against the procedure used in arriving at internal assessment decisions not against the grade or mark allocated
- The parent/carer of the candidate must make the appeal in writing to the examinations officer at least two weeks prior to the last externally assessed paper of the series.
- The internal process will be led by a member of the senior leadership team in conjunction with the Examination Officer. The member of the senior leadership team involved must not have been involved in the original internal assessment procedure
- The investigation will consider whether the procedures laid down by the Awarding Body and the 'Code of Practice' were adhered to.
- The investigation will be completed within 10 school days.

The criteria for the internal assessment of work is specified by the awarding body who must moderate the assessment and make the final decision of marks awarded.

The appellant will be informed in writing of the outcome of the appeal.

The appellant is able to appeal against a decision taken by the Centre but it must first of all go through the Centre's appeal process.

**Responsibilities**

**Examinations Officer:**

- Responsible for timely, accurate and valid registration, transfer, withdrawal and certificate claims for learners.

**Programme Leader:**

- Responsible for ensuring learner details held by Pearson and OCR are accurate and that an audit trail of learner assessment and achievement is accessible.
- Responsible for managing programme delivery and assessment of the learners, to ensure coverage of all units and grading criteria.

**Quality Nominee (Senior leader):**

- Responsible for coordinating and monitoring the learner details held with Pearson and OCR.
- Responsible for overseeing the registration, transfer, withdrawal and certificate claims for learners to ensure that awarding body deadlines are met.
- Ensures that Centre internal verification and standardisation processes operate, acts as the Centre coordinator and main point of contact for BTEC programmes.
- Ensures Pearson and OCR quality assurance reports are monitored and any remedial action is carried out.
- Required to inform Pearson and OCR of any acts of malpractice.

- Responsible for judging whether assessment decisions are valid, fair and unbiased
- Will verify assignment briefs in instances where the Lead IV is the course leader.

**Assessor:**
- Responsible for carrying out assessment to national standards.
- Responsible for formally recording and confirming the achievement of specific assessment criteria on the appropriate assessment feedback forms.
- Provides appropriate feedback to learners; assures the authenticity of learner work; records and tracks achievement.
- Responsible for providing clear achievement feedback to learners. If assessment decisions are questioned, the Assessor is responsible for processing the learner's appeal within the agreed time.
- Responsible for designing assessment opportunities which limit the opportunity for malpractice and for checking the validity of the learner's work.

**Internal verifier:**
- Verifies assessor decisions, and validate assignments.
- Produce an IV schedule as part of the annual assessment plan, and will keep a record of which learner work has been sampled and in which units.
- Records findings, gives assessor feedback, and oversees remedial action.
- Responsible for judging whether assessment decisions are valid, fair and unbiased.
- Responsible for malpractice checks when internally verifying work.

**Lead Internal Verifier:**
- Agrees and sign off assessment and internal verification plans. A member of the programme team who oversees the implementation of an effective internal verification Centre system in their subject area.
- The Lead Internal Verifier is required to register annually and undergoes the necessary standardisation processes. Responsible for judging whether assessment decisions are valid, fair and unbiased. Responsible for malpractice checks when internally verifying work.

**Head of Centre:**
- Responsible for submitting an appeal in writing to Pearson and OCR if the learner remains dissatisfied with the outcome of the Centre's internal appeals procedures.
- Responsible for any investigation into allegations of malpractice.

**Informal collaboration**
As a Centre we work in collaboration with other schools (This is when two or more approved Centres, each with their own Centre number, can work together to share information, assignments, staff and physical resources. There is no shared assessment, and each has total ownership of its own quality assurance.)

**Recognition of prior learning (RPL)**
Any student who is late transferring into a course is asked to complete any NEA/Coursework as appropriate, any work completed at another Centre is verified prior to submission.

**BTEC approval criteria**

The following criteria are taken directly from the following forms:

- Pearson Vocational Centre Recognition Form
- Vocational Qualification Approval Form

By signing the completed form, the Head of Centre confirms that the Centre will comply with the following obligations.

**Vocational Centre recognition criteria**

Agreement by: The Head of Centre

**My organisation will:**

- Co-operate fully with Pearson
- Research the need for and obtain, prior to the delivery of any programme, at its own responsibility and expense all necessary licences, permissions or other form of authorisation required to operate as a Centre in the jurisdiction in which the Centre seeks approval. Pearson disclaims all liability in connection with and arising from the need for and procurement of or failure to procure any and all such licences, permissions or authorisations
- Not undertaking any activity or advertising that could bring the name of Pearson into disrepute
- Not using Pearson and JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body name or logos without consent from the owner
- Not delivering any Pearson approved qualifications at any other address then that, without prior authorisation from Pearson and OCR
- Adhere to all of Pearson, JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body policies and procedures, and terms and conditions for continued Centre Recognition, as amended from time to time, and whether provided in hard copy or made available on the relevant body's website
- Fully indemnify Pearson for all loss, damage, costs and expenses (including legal fees) caused by my organisation’s breach of the policies and procedures
- Retain a copy of the Centre approval application for the validity of recognition once approval has been granted
- Fully support Pearson’s Centre/qualification monitoring process, including, but not limited to, allowing nominated representatives of Pearson, full access to all relevant records, premises and learners
- Assist Pearson and/or Ofqual/JCQ/SQA/QAA and other relevant Standards Setting Body in any investigations being conducted by them and provide them with all information or documentation they request as soon as practicable
- Retain evidence of current learner work, and retain records of assessment and internal verification records for a minimum period of three years following certification of the learner
- Deliver qualifications in accordance with the law including any relevant Equalities, antidiscrimination, Copyright, Freedom of Information Acts and Data Protection laws
- Operate required internal/external assessments in full accordance with Pearson and JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body policies and procedures
- Monitor, review and evaluate our operations, policies and procedures and keep auditable records
- Monitor the approval and accreditation period for all of the qualifications approved and seek reapproval as and when required
- Commit sufficient managerial and other resources to allow it to efficiently and effectively undertake the delivery of Pearson qualification(s)

**I confirm:**

- My organisation or key members of the management/assessment team have not previously been involved with a Centre which has had Centre recognition/qualification approval withdrawn by any Awarding Organisation, nor had sanctions at level 3 or above from the tariff of sanctions set out in the NVQ Code of Practice 2006 applied by Pearson or another Awarding Organisation, other than as set out above in section 1 of the Centre recognition form
- No material supporting this Centre approval has been plagiarised. I confirm that any material supporting this application that is the intellectual property of another person or organisation is used with the express permission of that person or organisation

We are fully committed to employ, training and updating sufficient number of appropriately qualified staff to ensure appropriate management, delivery, assessment and quality assurance as per qualification requirements

- My organisation will commit sufficient managerial and other resources to allow it to efficiently and effectively undertake the delivery of Pearson qualification(s)
- The roles, responsibilities, authorities and accountabilities of the assessment and verification team across all sites are clearly defined, allocated and understood
- We will promptly make available records, information or documents associated with the delivery/review of the qualification(s) and allow Pearson and or Ofqual/SQA/QAA or other relevant officials access to such materials, records, premises and learners
- We will keep confidential the names and contact details of Pearson and or JCQ/Ofqual/SQA/QAA and other relevant personnel
- We will implement the agreed equal opportunities access and fair assessment policies and procedures
- Learners are located within the UK and we will not deliver Pearson qualifications overseas without prior authorisation from Pearson
- Information supplied to Pearson for the purposes of registration and certification will be complete, accurate and fully comply with Data Protection and Freedom of Information Acts, learners will also be informed of their registration and certification status
- The assessment procedure will be open, fair and free from bias
- Pearson will be notified of any changes, or Adverse Effects which put at risk my organisation's ability to meet the Centre approval criteria
- Pearson will be notified immediately of any changes to my organisation which materially affect the way in which we conduct business, including but not limited to a change in the management or ownership of the organisation, and changes to the sites at which qualifications are provided
- If we require further guidance or assistance from Pearson in respect of the provision of Pearson qualifications in accordance with our obligations set out in this application form and/or Pearson, JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body's policies and procedures, and terms and conditions for Centre Recognition, as amended from time to time, we will inform Pearson immediately in writing of the same
- My organisation will forward to Pearson a copy of all complaints received, which are not resolved by my organisation within 28 days of receipt, and co-operate with Pearson in respect of any action Pearson needs to take to resolve such matters
- If any of the matters I have agreed to on behalf of my organisation, as set out in Section 4, changes, I will immediately notify Pearson in writing of the same
- My organisation consents to Pearson sharing information relating to my organisation with Ofqual and other awarding bodies, as it sees fit

**Financial**

- My organisation will comply with Pearson's terms and conditions for payment of invoices
- I understand that approval of a qualification by Pearson does not imply or guarantee that it will be supported by public funding bodies
- I understand that as part of the Centre approval process Pearson may undertake a credit check
- I understand that in exceptional circumstances, Pearson may withhold Learners' certificates from the Centre if Pearson reasonably determines that this is a necessary and proportionate measure in the event of a debt owed to Pearson by the Centre

**Approval**

- I understand that Pearson has the right to refuse Centre/ qualification approval without giving reasons as to their decision
- I understand that there is no right of appeal against approval decisions
- I understand that my Centre will be asked by Pearson on an annual basis to confirm that, unless as previously notified to Pearson, there have been no material changes that would affect Centre Recognition or qualification delivery

**Disputes**

- I agree that this application, any subsequent Centre Recognition and qualification approval, and all aspects of the relationship between the applicant and Pearson (together the "Agreement") are governed by and shall be construed in accordance with English law

- My organisation submits to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with the Agreement or its subject matter (including its formation, enforceability, validity and interpretation)
- I agree that if any provision of the Agreement is or becomes, or is declared by any competent court or body to be, illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of the Agreement
- My organisation will notify tin writing of any issues or concerns it has in respect of Pearson or its representatives promptly, or in any event within 1 month, of becoming aware of such issues
- I agree that, following Centre Recognition, if any dispute arises in connection with the Agreement (other than in respect of a decision by Pearson to withdraw Centre Recognition for reasons set out below), the parties' respective representatives shall meet together as soon as reasonably possible, and in any event within 2 months of the dispute first being notified, and seek to resolve the dispute and agree any necessary action, and if the dispute cannot be settled by such discussions, the dispute shall be referred to mediation before a mutually agreed mediator, or if such mediator cannot be agreed, by a mediator appointed by CEDR
- I note that nothing in the Agreement limits Pearson's liability for death or personal injury resulting from Pearson's negligence or fraud
- I agree that Pearson's aggregate liability in respect of any loss or damage suffered by my organisation and arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the fees actually paid to Pearson under the Agreement
- I understand that Pearson will not be liable for any loss of profits, business or opportunity, any loss of goodwill or reputation, or any indirect or consequential loss or damage suffered or incurred by my organisation or any third party arising out of or in connection with the Agreement
- I understand that this application constitutes the entire agreement and understanding between the parties and supersedes all previous agreements between the parties relating to its subject matter. I acknowledge that, in signing this application, that I do not rely on and shall have no right or remedy in respect of any assurance, statement, warranty or representation made (whether innocently or negligently) of any person, including a Pearson regional representative, but note that nothing in this paragraph excludes Pearson's liability for fraud

**Vocational qualification approval criteria**

Agreement by: The Head of Centre

**My organisation will:**

- Co-operate fully with Pearson and OCR
- Research the need for and obtain, prior to the delivery of any programme, at its own responsibility and expense all necessary licences, permissions or other form of authorisation required to operate as a Centre in the jurisdiction in which the Centre seeks approval. Pearson and OCR disclaims all liability in connection with and arising from the need for and procurement of or failure to procure any and all such licences, permissions or authorisations
- Not undertaking any activity or advertising that could bring the name of Pearson and OCR into disrepute
- Not using Pearson and OCR and or JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body name or logos without consent from the owner
- Not delivering any Pearson and OCR approved qualifications at any other address then that, without prior authorisation from Pearson and OCR
- Adhere to all of Pearson and OCR, JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body policies and procedures, and terms and conditions for continued Centre
- Recognition, as amended from time to time, and whether provided in hard copy or made available on the relevant body's website
- Fully indemnify Pearson and OCR for all loss, damage, costs and expenses (including legal fees) caused by my organisation’s breach of the policies and procedures referred to in (5) above
- Retain a copy of the Centre approval application for the validity of recognition once approval has been granted
- Fully support Pearson and OCR’s Centre/qualification monitoring process, including, but not limited to, allowing nominated representatives of Pearson and OCR, full access to all relevant records, premises and learners

- Assist Pearson and OCR and/or Ofqual/JCQ/SQA/QAA and other relevant Standards Setting Body in any investigations being conducted by them and provide them with all information or documentation they request as soon as practicable
  Retain evidence of current learner work, and retain records of assessment and internal verification records for a minimum period of three years following certification of the learner
- Deliver qualifications in accordance with the law including any relevant Equalities, anti-discrimination, Copyright, Freedom of Information Acts and Data Protection laws
- Operate required internal/external assessments in full accordance with Pearson and OCR and JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body policies and procedures
- Monitor, review and evaluate our operations, policies and procedures and keep auditable records
- Monitor the approval and accreditation period for all of the qualifications approved and seek reapproval as and when required
- Commit sufficient managerial and other resources to allow it to efficiently and effectively undertake the delivery of Pearson and OCR qualification(s)

**I confirm that:**

- My organisation or key members of the management/assessment team have not previously been involved with a Centre which has had Centre recognition/qualification approval withdrawn by any Awarding Organisation, nor had sanctions at level 3 or above from the tariff of sanctions set out in the NVQ Code of Practice 2006 applied by Pearson and OCR or another Awarding Organisation, other than as set out above in section 1
- No material supporting this Centre approval has been plagiarised. I confirm that any material supporting this application that is the intellectual property of another person or organisation is used with the express permission of that person or organisation
- We are fully committed to employ, training and updating sufficient number of appropriately qualified staff to ensure appropriate management, delivery, assessment and quality assurance as per qualification requirements
- My organisation will commit sufficient managerial and other resources to allow it to efficiently and effectively undertake the delivery of Pearson and OCR qualification(s)
- The roles, responsibilities, authorities and accountabilities of the assessment and verification team across all sites are clearly defined, allocated and understood
- We will promptly make available records, information or documents associated with the delivery/review of the qualification(s) and allow Pearson and OCR and or Ofqual/SQA/QAA or other relevant officials access to such materials, records, premises and learners
- We will keep confidential the names and contact details of Pearson and OCR and or JCQ/Ofqual/SQA/QAA and other relevant personnel
- We will implement the agreed equal opportunities access and fair assessment policies and procedures
- Learners are located within the UK and we will not deliver Pearson and OCR qualifications overseas without prior authorisation from Pearson and OCR
- Information supplied to Pearson and OCR for the purposes of registration and certification will be complete, accurate and fully comply with Data Protection and Freedom of Information Acts, learners will also be informed of their registration and certification status
- The assessment procedure will be open, fair and free from bias
- Pearson and OCR will be notified of any changes, or Adverse Effects which put at risk my organisation's ability to meet the Centre approval criteria
- Pearson and OCR will be notified immediately of any changes to my organisation which materially affect the way in which we conduct business, including but not limited to a change in the management or ownership of the organisation, and changes to the sites at which qualifications are provided
- If we require further guidance or assistance from Pearson and OCR in respect of the provision of Pearson and OCR qualifications in accordance with our obligations set out in this application form and/or Pearson and OCR, JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body's policies and procedures, and terms and conditions for Centre Recognition, as amended from time to time, we will inform Pearson and OCR immediately in writing of the same
- My organisation will forward to Pearson and OCR a copy of all complaints received, which are not resolved by my organisation within 28 days of receipt, and co-operate with Pearson and OCR in respect of any action Pearson and OCR needs to take to resolve such matters
- If any of the matters I have agreed to on behalf of my organisation, as set out in Section 4, changes, I will immediately notify Pearson and OCR in writing of the same

- My organisation consents to Pearson and OCR sharing information relating to my organisation with Ofqual and other awarding bodies, as it sees fit

**Financial:**

- My organisation will comply with Pearson and OCR's terms and conditions for payment of invoices.
- I understand that approval of a qualification by Pearson and OCR does not imply or guarantee that it will be supported by public funding bodies
- I understand that as part of the Centre approval process Pearson and OCR may undertake a credit check
- I understand that in exceptional circumstances, Pearson and OCR may withhold Learners' certificates from the Centre if Pearson and OCR reasonably determines that this is a necessary and proportionate measure in the event of a debt owed to Pearson and OCR by the Centre

**Approval:**

- I understand that Pearson and OCR has the right to refuse Centre/ qualification approval without giving reasons as to their decision
- I understand that there is no right of appeal against approval decisions
- I understand that my Centre will be asked by Pearson and OCR on an annual basis to confirm that, unless as previously notified to Pearson and OCR, there have been no material changes that would affect Centre Recognition or qualification deliveries.

**Disputes:**

- I agree that this application, any subsequent Centre Recognition and qualification approval, and all aspects of the relationship between the applicant and Pearson and OCR (together the "Agreement") are governed by and shall be construed in accordance with English law
- My organisation submits to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with the Agreement or its subject matter (including its formation, enforceability, validity and interpretation)
- I agree that if any provision of the Agreement is or becomes, or is declared by any competent court or body to be, illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of the Agreement
- My organisation will notify complaints@Pearson and OCR.com in writing of any issues or concerns it has in respect of Pearson and OCR or its representatives promptly, or in any event within 1 month, of becoming aware of such issues
- Subject to (45) below, I agree that, following Centre Recognition, if any dispute arises in connection with the Agreement (other than in respect of a decision by Pearson and OCR to withdraw Centre Recognition for reasons set out below), the parties' respective representatives shall meet together as soon as reasonably possible, and in any event within 2 months of the dispute first being notified, and seek to resolve the dispute and agree any necessary action, and if the dispute cannot be settled by such discussions, the dispute shall be referred to mediation before a mutually agreed mediator, or if such mediator cannot be agreed, by a mediator appointed by CEDR
- I note that nothing in the Agreement limits Pearson and OCR's liability for death or personal injury resulting from Pearson and OCR's negligence or fraud
- I agree that Pearson and OCR's aggregate liability in respect of any loss or damage suffered by my organisation and arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the fees actually paid to Pearson and OCR under the Agreement
- I understand that Pearson and OCR will not be liable for any loss of profits, business or opportunity, any loss of goodwill or reputation, or any indirect or consequential loss or damage suffered or incurred by my organisation or any third party arising out of or in connection with the Agreement
- I understand that this application constitutes the entire agreement and understanding between the parties and supersedes all previous agreements between the parties relating to its subject matter. I acknowledge that, in signing this application, that I do not rely on and shall have no right or remedy in respect of any assurance, statement, warranty or representation made (whether innocently or negligently) of any person, including a Pearson and OCR regional representative, but note that nothing in this paragraph excludes Pearson and OCR's liability for fraud