

Ark Education Centre Sales Terms and Conditions

Version 1.1 – Effective April 2025

1. Data Protection and Confidentiality

1.1 In accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR), personal information collected via this application form will be stored securely both electronically and or as a hard copy by Ark Education Centre (a division of Decca Group Limited) for the purpose of administering the Candidate's examination entry.

1.2 Personal data will be retained for as long as necessary for administrative purposes and will be securely destroyed once the Candidate has permanently left the Centre and their account has been closed.

1.3 Data will not be disclosed to any third party without the Candidate's express written consent, unless required by law or examination boards for the purpose of administering examinations.

2. Registration and Identification Requirements

2.1 Candidates must provide:

- A completed and signed application form.
- A valid form of photographic identification (e.g., current passport or UK driving licence).
- A recent passport-style photograph.

Submission of these documents is mandatory for the Centre to consider the application.

2.2 For candidates requiring access arrangements, please refer to Section 7 of these Terms and Conditions for detailed information on additional documentation and procedures.

2.3 If a Candidate intends to carry forward marks from previous examinations, they must provide:

- The **Statement of Results** or the **previous certificate** showing the results/grades to confirm the marks to be carried forward.
- Their **Unique Candidate Identifier (UCI)**, if available, to ensure accurate linking of records.

These documents are essential for processing carry forward entries in accordance with the regulations of the relevant awarding bodies.

2.4 Registration is not confirmed until all required documentation is received, and full payment has been cleared by the stated due date.

3. Payment Terms

3.1 Upon receipt of completed documentation, an invoice will be issued. Payment must be made by the due date indicated on the invoice via:

- Online bank transfer (Quote invoice number)

3.2 Payment of the invoice constitutes agreement to these Terms and Conditions. **Cancellations made before the first entry deadline will result in a full refund minus an administration fee per subject, as published on the Centre's website.** After the first entry deadline, all fees are **non-refundable under any circumstances.**

3.3 Entry to an examination is not guaranteed unless the full payment is made as per the invoice due date.

3.4 In the event of cancellation of examinations by government directive or the awarding body, Candidates will be offered a deferral to the next available examination series. No refunds will be issued.

3.5 Payment by instalment or deferred payment is not permitted under any circumstances.

3.6 Additional subjects, units or services requested after the initial registration will incur further fees, including late entry fees where applicable. These must be paid in full before amendments are made to the Candidate's entry.

4. Confirmation of Entry

4.1 Once full payment has cleared, the Centre will issue a **Confirmation of Entry** to the Candidate via email. The formal **Statement of Entry** will be provided to the Candidate as soon as it becomes available from the awarding body.

4.2 It is the Candidate's responsibility to check all personal and subject details on these documents and report any errors immediately to the Exams Officer.

5. Candidate Responsibilities

5.1 Candidates must:

- Provide accurate and up-to-date information;

- Notify the Centre of any changes to personal details;
- Review and understand the specification for their chosen subject as published by the awarding organisation;
- Comply fully with the regulations of the awarding body and the Joint Council for Qualifications (JCQ), available at www.jcq.org.uk.

5.2 Failure to comply with examination regulations may result in:

- Denial of entry;
- Disqualification from assessments;
- Reporting to the relevant awarding organisation.

5.3 Candidates must maintain appropriate standards of conduct while on Centre premises. The Centre reserves the right to refuse entry or remove any Candidate whose behaviour is deemed disruptive or inappropriate.

6. Complaints and Appeals

6.1 Complaints Procedure: Candidates who wish to lodge a complaint regarding any aspect of the Centre's services should refer to the Ark Education Centre Complaints and Appeals Procedure, which provides detailed guidance on the process for raising concerns, including those related to payments and refunds.

6.2 Appeals Procedure: For appeals concerning decisions made by the Centre, including examination entries or access arrangements, candidates should consult the Ark Education Centre Complaints and Appeals Procedure for information on how to proceed.

7. Access Arrangements and Special Consideration

7.1 Candidates requiring access arrangements (e.g., extra time, rest breaks) must notify the Centre at the time of registration and provide supporting documentation.

7.2 The Centre offers certain access arrangement facilities subject to availability. Priority for resources such as separate rooms, use of computers, or provision of scribes is given to centre candidates. Private candidates will be accommodated subject to availability, and fees must be agreed upon prior to the provision of services. The Centre will inform candidates if specific access arrangements are unavailable before accepting their application.

7.3 Once the access arrangement process has commenced, no refunds will be issued. This policy is in place due to the administrative and resource allocation involved in arranging these accommodations.

7.4 Requests for special consideration due to unforeseen circumstances (e.g., illness, bereavement) must be submitted in writing with appropriate evidence no later than five (5) working days after the examination. The Centre will forward such requests to the relevant awarding organisation; however, approval is at the discretion of the awarding body.

7.5 Documentation Requirements for Private Candidates: Private candidates seeking access arrangements must provide appropriate documentation to support their application. Candidates should refer to the Joint Council for Qualifications (JCQ) guidelines on access arrangements for private candidates for comprehensive details. These guidelines are available on the JCQ website

8. Conduct, Malpractice, and Behaviour

8.1 Ark Education Centre maintains a **zero-tolerance policy** towards any form of malpractice that threatens, undermines, or compromises the integrity of examinations, or the safety and security of Centre staff and resources. This applies to actions occurring both within the Centre and externally. Candidates are required to adhere strictly to examination regulations as outlined by the Joint Council for Qualifications (JCQ) and the relevant awarding bodies.

8.2 Malpractice includes, but is not limited to:

- Cheating
- Plagiarism
- Disruptive behaviour
- Possession of unauthorised materials during an examination
- Acts that compromise the integrity of the examination process
- Behaviours that threaten, undermine, or compromise the safety and security of Centre staff or resources

Any such behaviour will be reported to the awarding organisation and may result in disqualification from current and future examinations.

8.3 Behaviours that threaten the safety and security of staff, students, or resources include, but are not limited to:

- Violence or threats of violence

- Aggressive or abusive language
- Harassment or intimidation
- Vandalism or theftSuch behaviours will not be tolerated and may result in immediate removal from the premises, reporting to relevant authorities, and potential legal action.

8.4 Candidates found guilty of malpractice or engaging in threatening behaviour will not be entitled to any refund of fees.

9. Limitation of Liability

9.1 The Centre will take all reasonable steps to ensure the safety and security of Candidates while on the premises. However, the Centre accepts no liability for personal property brought onto the premises.

9.2 The Centre's liability for any loss or damage arising from negligence or breach of contract shall be limited to the amount of fees paid by the Candidate for the examination entry.

10. Force Majeure

10.1 The Centre shall not be held liable for any failure or delay in performing its obligations where such failure or delay results from any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism, industrial disputes, natural disasters, or governmental restrictions.

11. Centre Information and Communication

11.1 Candidates must familiarise themselves with the information provided on the Centre's FAQ page at www.arkexamcentre.co.uk/faq.html.

11.2 Initial enquiries should be directed to info@arkexamcentre.co.uk. For specific queries or requests for clarification, please contact the Exams Officer or Centre Manager. Contact details are available on the Centre's website.

11.3 The Centre will primarily communicate with Candidates via email. It is the Candidate's responsibility to provide a valid email address and to regularly check their inbox, including spam/junk folders, for correspondence from the Centre.

11.4 The Centre may also communicate important information through its official website. Candidates are advised to periodically review the website for updates.

11.5 In the event of unforeseen circumstances affecting examinations (e.g., adverse weather conditions, public health concerns), the Centre will endeavour to inform Candidates promptly through email and website announcements.