

## Terms of Business

### Scope of service

WJEC is a leading UK awarding organisation committed to providing qualifications that enable learners of all ages to achieve their full potential. We offer a wide range of qualifications that recognise achievement and equip people with the knowledge and skills they need for now and the future. As Wales' largest awarding body, at WJEC we provide trusted bilingual qualifications, straight-forward specialist support, and reliable assessment to schools and colleges across the country.

### Customer service

We aim to provide efficient, well-managed and cost-effective examinations services, to be responsive to our customers, comply with regulatory requirements, improve the quality of our services through ongoing evaluation and implement a comprehensive bilingual policy.

### Regulations and policies

We are regulated by [Ofqual](#) (in England), [Qualifications Wales](#), and [CCEA](#) (in Northern Ireland).

JCQ represents eight Awarding Organisations. On behalf of five of these (WJEC, AQA, CCEA, Pearson and OCR) JCQ publishes common regulations for schools, colleges and other educational and training organisations which are examination and assessment centres. A link to these JCQ documents can be found on the WJEC public website under [JCQ Documentation](#) along with our specific organisational policies on our [policy page](#).

### Use of WJEC/EDUQAS logos

WJEC is a registered trademark. Centre approval does not automatically allow a centre to state or imply our approval in published material or online. Permission for the use of our logo must be sought from WJEC.

### Copyright

View [WJEC's publication policy](#) which applies to materials published in paper and electronic format.

### Fees

Please see our current information on [fees here](#).

### WJEC's right to refuse approval or withdraw centre status

WJEC reserves the right to withdraw or refuse approval for the following reasons:

- failure to pay our invoices promptly as set out in our Entry Fees booklets

- failure to make candidate entries for a period of two years
- failure to comply with WJEC/EDUQAS or JCQ requirements
- failure to cooperate and provide information requested by WJEC
- undertaking actions that could in the opinion of WJEC cause damage to our reputation
- concern about the maintenance of integrity of WJEC and its qualifications or the exams and assessment system
- as a malpractice sanction
- For further information, please see our [General Conditions for WJEC Centres](#) and information on the [WJEC Secure Website](#)

### **General data protection regulation (GDPR)**

We take our data privacy and protection responsibilities very seriously; our website will be updated regularly with the latest information. This includes any updates to our [privacy notice](#), which explains how we use your personal information.

If a student requires a GDPR subject access request report, they should complete an [Access to Personal Data form](#). They should refer to these [FAQs](#) when doing so. Results information issued in response to a subject access request is not an official document and is not usually accepted by employers, colleges, or universities as evidence of your qualification results.

### **Disclaimer of liability**

WJEC is not responsible for the content of external sites and makes no representations or warranties as to the nature of the content or the compliance of such sites with any legal, regulatory, or other requirements.

WJEC does not accept any liability for any loss of profits, loss of business or business opportunity, loss of goodwill or reputation, business interruption, loss or corruption of programs or data or any type of indirect or consequential loss whatsoever arising from your access to and use of the website(s) and/or any WJEC/EDUQAS materials.

In no event will WJEC be liable for any losses or damages whatsoever arising out of, or in connection with, any unauthorised use of the website(s) and/or WJEC/EDUQAS materials.

No assurances are given that the pages of the websites are free from infection from computer viruses, although WJEC takes all reasonable steps to prevent such infection.

WJEC will use reasonable endeavours to verify the accuracy of any information on the websites and/or any WJEC materials but makes no representation or warranty of any kind, express or implied, statutory, or otherwise regarding the contents, relevance, or accuracy of the websites or WJEC materials.

Although every effort is made to keep the websites up and running smoothly, due to the nature of the internet and the technology involved, WJEC takes no responsibility for and will not be liable for the websites being temporarily unavailable due to technical issues (or otherwise) beyond its control,

or for any loss or damage suffered as a result of the use of or access to, or inability to use or access the websites whatsoever.

Nothing in these terms and conditions seeks to exclude or limit in any way WJEC's potential liability:

- for death or personal injury caused by WJEC's negligence.
- for fraud or fraudulent misrepresentation.
- where you are acting as a consumer so as to adversely affect your statutory rights as a consumer; or
- for any matter for which it would be illegal for WJEC to exclude, or attempt to exclude, its liability.

### **Indemnity**

You agree to fully indemnify and to keep WJEC indemnified from and against any costs, claims, demands, expenses, and liabilities suffered by WJEC arising from or which are directly or indirectly related to your access to and/or use of the websites or WJEC materials in breach of these terms and conditions and any such access and/or use by any person (including, without limitation, a user) who is authorised by and/or who represents you.

### **General Information**

WJEC reserve the right to transfer or assign all or any of its rights, duties and responsibilities set out in the Terms and Conditions to another party.

The Contracts (Rights of Third Parties) Act 1999 will not apply to these Terms and Conditions.