



## Terms and Conditions

### Exam Entries for Private

### Candidates

#### 2025-2026

These Ts and Cs apply to the Exam Services by Learn with Confidence, a not-for-profit education organisation. Learn with Confidence registered address is 5 Kings Court, Harwood Road, Horsham, RH13 5UR.

#### **Definitions**

- 🚩 **Access Arrangements** – these are the adjustments approved by the awarding bodies to enable candidates with disabilities, special educational needs, medical illnesses and/or temporary injuries to undertake assessment without being disadvantaged.
- 🚩 **Agreement** – this is the agreement for the purchase of Exams
- 🚩 **Awarding Body** – the examination board in the UK that sets examinations and award qualifications, such as GCSEs and A-Levels
- 🚩 **Candidate** – the individual taking the examination and their family or the person completing and Entry Request
- 🚩 **Communications** – this is all methods of communication included phone, text, email and other written communications.
- 🚩 **Entry Deadline Date** – the dates set by JCQ that entries must be made by. The First Entry Deadline Date for 2025-2026 is **January 31<sup>st</sup>**.
- 🚩 **Exams** – the exams or assessments that are supplied by LwC to you as specified in your entry request (and confirmed in our Entry Confirmation)
- 🚩 **Entry Request** – your request for a candidate being entered into exams with LwC
- 🚩 **Entry Confirmation** – LwC's acceptance of your Entry Request
- 🚩 **JCQ** – The Joint Council for Qualifications. This is the organisation that oversees all national qualifications.
- 🚩 **LwC/We/Us/Our** – this means Learn with Confidence and all people communicating on our behalf

#### **Terms and Conditions for Private Exam Bookings**

##### **1. Agreement**

1.1 These Terms and Conditions ("Agreement") govern all exam bookings made with **Learn with Confidence** (the "Exam Centre"), a **not-for-profit** educational organisation ("we", "us", "our").

1.2 By submitting an exam entry request and making payment, you ("the Candidate" or "you") agree to be bound by this Agreement.

##### **2. Booking Process**

2.1 Exam requests must be submitted using our Private Candidate Entry Form, with all sections fully completed.

2.2 Upon receipt, we will confirm details and issue an invoice.

2.3 Payment must be received by the deadline stated on the invoice. Bookings are only confirmed once full payment is received and an Entry Confirmation has been issued.

2.4 Following confirmation, you will receive a Candidate Statement of Entry. It is your responsibility to check this document and notify us immediately of any errors.

##### **3. Prices and Payment**

3.1 Our fees are published in our exam information pack and are set on a not-for-profit basis.

3.2 Payment is accepted by bank transfer unless otherwise agreed. Alternative methods may incur additional charges.

3.3 Additional charges apply for home invigilation and will be confirmed on a case-by-case basis.

3.4 If you anticipate difficulties meeting payment deadlines, you must contact us as soon as possible so that we can discuss available options.

#### **4. Cancellation and Refunds**

4.1 You have a statutory right to cancel within **14 calendar days** of receiving Entry Confirmation (the "cooling-off period"). A full refund will be provided unless the entry has already been submitted to the awarding body.

4.2 After the cooling-off period, the following terms apply:

- **Rescheduling:** You may reschedule once only, moving and exam from one series to the next available series, subject to a £50 administration fee plus £100 per GCSE. All payments made will be credited towards the rescheduled entry.
- **Cancellation:** Cancellations are subject to a £75 administration fee. If access arrangement applications have already been made, no refund will be issued.
- **After entry deadlines:** No refunds will be issued for cancellations made after the awarding-body entry deadline.

4.3 Non-attendance at an exam is treated as a cancellation. No refund will be given.

4.4 If we cancel an exam, you will be offered either (a) a rescheduled exam, (b) a credit note, or (c) a full refund.

#### **5. Exam Conduct**

5.1 Candidates must comply with all rules issued by the awarding body and JCQ. These will be sent to you in advance.

5.2 We reserve the right to refuse entry or exclude any Candidate who breaches regulations, including lateness, malpractice, disruptive behaviour, or failure to follow instructions. No refund will be issued in such cases.

#### **6. Liability**

6.1 We are responsible for foreseeable loss or damage caused by our breach of this Agreement or our negligence.

6.2 We are not liable for loss or damage that is not foreseeable, or for loss of opportunity.

6.3 Nothing in this Agreement excludes liability for death, personal injury caused by negligence, or fraud.

#### **7. Force Majeure**

7.1 We shall not be liable for delays or failure to perform obligations due to events beyond our reasonable control, including but not limited to power failure, strikes, natural disasters, war, terrorism, government action, or epidemic.

#### **8. Complaints and Communication**

8.1 All communications must be in writing and sent to [exams@learnwithconfidence.co.uk](mailto:exams@learnwithconfidence.co.uk).

8.2 Complaints must be submitted in writing. We will acknowledge complaints within 48 hours and respond within 10 working days.

#### **9. Data Protection**

9.1 We process personal data in accordance with the Data Protection Act 2018.

9.2 Your personal data will only be used to administer exam entries, process payments, and provide updates.

9.3 We will not share your information with third parties without your consent, unless required by law.

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*Note (for transparency): The Learn with Confidence exam centre receives management and administrative services from **Learn with Confidence Exams Ltd**.*