

Terms & Conditions

This document sets out our general conditions of registration that apply to Bright Assessing, Bright International Training Ltd (the company).

If you have any questions, don't hesitate to contact us. Staff will be pleased to answer your questions. Please note that we will monitor some phone calls to the company to make sure that we have carried out your instructions correctly and to help us improve our services through staff training.

Our customer Service contact details are:

Bright Assessing

4, Arrow Court

Adams Way, Springfield Business Park,

Alcester, Warwickshire

B49 6PU

TEL: 0845 116 2585

Email: enquiries@brightassessing.com

CONDITIONS OF REGISTRATION

Definitions

In these Conditions, the following words and phrases have the meanings given below:

Course- The course(s) you are registered on

Course description- The Course description that describes the course you have told us you want to register for.

Course fee- The course fee is detailed on your registration agreement or the fee we tell you on the phone by letter or email which you must pay.

Assessor/mentor -The person who will support and assess you through your course

Student-We consider you to be a student because you have registered for a course with us.

Registration agreement- The document headed Registration agreement which you need to fill in to register as a student with us (unless you are registering by telephone or online). This phrase also refers to your contract with us, which the conditions and the regulations contained in this document apply to.

Registration date- The date that is on the confirmation of registration letter or email we send you.

Moodle -The online learning course used for the course.

Charges & fees - please see section 4 of this document for our list of charges and fees



COURSE DESCRIPTION & TIMESCALES

Our Delivery policy is as follows:

You pay the deposit, once cleared funds and your completed application form, CV, instalments agreement (if applicable) are received, you will receive your welcome pack by email or post within 48 working hours. This is called registration.

The welcome pack contains a welcome letter, your Moodle username and password, your mentors contact details. You can therefore start your course straight away.

Your mentor will contact you to introduce themselves within 48 working hours of registration.

You will be able to contact your mentor at any time Mon- Fri 9am-8pm and Saturday 10am-1pm. Alternatively you may leave them a message or send an email and can expect a response within 4 working hours.

Once you have completed your online course (this usually takes around 1 month), you should contact your mentor or the customer service department to arrange your practical assessments.

You will undergo 2-3 practical assessments as well as homework and activities. Once you have completed these and you have completed the course in full you will receive your certificate.

PART 1 GENERAL CONDITIONS

1. Forming the contract

1.1 You offer to register, and we accept your offer to register, in line with the conditions set out below. The contract for your registration comes into force when we have accepted your offer of registration in line with these conditions. To avoid any doubt, if we receive an offer of registration, this does not mean that we accept it.

1.2 The contract for your registration comes into force when we confirm formally (by letter or email) that we accept your offer to register. Please see condition 5 of Part 1 of these conditions, which explains our right to end your registration agreement and condition 1 of Part 2 which explains your rights to cancel your registration agreement.

1.3 If you are using NVQ candidates in your own workplace or another workplace that you are providing, you'll need written permission from the employer to undertake the assessors Award using these candidates. You must get this permission before you commit yourself to registration with the company.

2 Our obligations to you

2.1 We will provide you with the course tuition, course materials and candidates as described in the course description.

2.2 We will not be liable for any failure to perform any or all of our obligations where that failure is due to the actions of someone else or to any cause beyond our reasonable control.

3 Course fees

3.1 You have registered for the course or courses shown on the registration agreement. If you registered over the phone or on-line the course or courses you have registered for are shown in the letter or email confirming your registration.

3.2 You agree to pay the course fee shown on the registration agreement. The course fee covers all parts of the registered course, but not set books. The titles of any set books you need to buy for your course are shown in the course description and in the letter or email confirming your registration.

3.4 Our acceptance of any form of public funding for part or full payment of your course fees, is dependent on you meeting any deadlines set by the company or funding body for submitting documentary evidence that confirms your eligibility to receive such funding. If we do not receive evidence of your eligibility within the required timescale, you will become liable for the full course fee. You are completely responsible for ensuring we receive the funding.

3.5 Dates of payments

All payments are due on 1st of the month. The first payment is due on the first of the month following the month the deposit was paid on.

Payments are due by post dated cheques or credit /debit card.

If you default on payment, we will charge you for any legal or other costs we incur in recovering the debt, including a fee for our reasonable administrative costs. A student may also be withdrawn from the course for non-payment of fees. It is important that you contact us immediately if you fall into difficulty.

Charges:

All payments not paid on the 1st of the month will immediately result in a late fee.

We will charge you if you send us a payment and it is returned unpaid.

We will charge you if your payment is 1 or more day late or your card is declined on the due date.

We reserve the right to change our charges and will notify you in writing if we do so.

If your account is then not brought up to date by the 8th of the month, you will be automatically withdrawn. No refunds will be given and you will not be able to restart the course.

Going on Hold and course transfers:

If you need to go on hold, you may do so by requesting this by phone, email or in writing to customer services. To go on hold you must pay an on-hold fee. This ensures that you are not withdrawn and can restart at any time.

When you restart the course, the fee will be refunded against any course fees owing. To restart the course you must make a payment equal to the next monthly instalment minus on hold fee.

Course transfers are at the discretion of Bright, and will incur a fee. Please see section 4 Fees.

3.6 Your Instalment dates are as follows:

The first instalment is due on the first of the second month following the month you started. For example if you registered and paid your deposit in January, then your next instalment is due on 1st March, the second instalment is due on the 1st April and so on.

The table below shows how this works:

Month you registered (any date that month)	Date of First Instalment	Date of Second Instalment	Date of Third instalment	Date of 4 th or further instalments (if applicable)
January	1 st March	1 st April	1 st May	1 st June
February	1 st April	1 st May	1 st June	1 st July

March	1 st May	1 st June	1 st July	1 st August
April	1 st June	1 st July	1 st August	1 st September
May	1 st July	1 st August	1 st September	1 st October
June	1 st August	1 st September	1 st October	1 st November
July	1 st September	1 st October	1 st November	1 st December
August	1 st October	1 st November	1 st December	1 st January
September	1 st November	1 st December	1 st January	1 st February
October	1 st December	1 st January	1 st February	1 st March
November	1 st January	1 st February	1 st March	1 st April
December	1 st February	1 st March	1 st April	1 st May

3.7 Discounts

All Bright Trainees that have paid in full any 1 course are entitled to a £50 discount on all further courses purchased during their lifetime. This discount is reflected in the last instalment payable.

3.8 Sales Commission and referrals

Any Bright Trainee that refers a friend will be paid £50 cash within 24 hours of the friend enrolling onto the course and paying their deposit. The friend must have submitted all required paperwork and have paid cleared funds to Bright. Payment to the Bright Trainee of £50 will be paid by BACS transfer. 24 hours indicates the time Bright take to do the transfer and does not reflect any time delay caused by Bright's bank or the recipient's bank. £50 will only be paid when the trainees account is fully up to date.

4 What we may do if you fail to pay your course fee

4.1 If you fail to pay your course fee or if you are in debt to us or our agent, we may end your registration agreement, withhold your course results, awards and certification, or bring legal action against you (or do all these things).

4.2 If we continue to provide services to students who are in debt to us (or our agent) we can still take the actions shown above at a later date.

5 Our right to end this registration agreement

5.1 We may end your registration agreement at any time if:

- (a) we find that you have given us information which is untrue or misleading;
- (b) you fail to meet any academic or administrative requirements shown in the course description;
- (c) you fail to pay your course fee or you are otherwise in debt to us or our agent;
- (d) break any of the conditions set out in this document.
- (e) you fail to complete the course within 5 years



(f) You fail to attend 2 consecutive micro teach sessions that you have booked yourself on

(g) You fail to attend pre arranged visits' to candidates to complete the course

We may issue other conditions from time to time which we will tell you about. These conditions will also form part of your registration agreement with us, and if you break any of them we will be able to end your registration agreement and no refund will be given.

5.2 Criminal Records

Disclosure of criminal convictions by students who have substantial access to children or young people may be required. The company may operate checking procedures in accordance with the Home Office if you are appointed and you may be subject to these procedures. This course may not be exempt from the provisions of Section 4(b) of the Rehabilitation of Offenders Act because of the nature of work involved. If you have received any convictions, which for other purposes are, or may be 'spent' under the provisions of the Act, you are not entitled to withhold information and, in the event of employment, any failure to disclose such convictions could result in dismissal or disciplinary action by the Company. Any information given will be held in confidence and will be considered only in relation to your application for a position to which the Order applies. By signing the agreement you are confirming that you are not prevented from taking certain employment in education institutions due to being listed on List 99 held by the Department of Health and you agree to disclose any criminal convictions or any convictions pending and agree to the company carrying out a List 99 check. Please call us in confidence should you have any concerns.

6 Computing

6.1 Once we have accepted your offer to register, we will give you a Bright Assessing Computer Username and a preset password that allows you to access some of our systems. When you first sign on to our systems, you will be able to change your preset password. It is your responsibility to keep your password secure and confidential.

In particular, you must:

- never tell anyone else your password, even the company staff
- never write your password down so that it can be easily identified;

6.2 Tell the company if you think that someone else knows your password.

6.3 If you do not keep to condition 6.1 above, you will have to pay all the fees and any interest or charges relating to your registration, even if your password is used by someone else fraudulently or without your permission.

6.4 As part of your course, such as to receive teaching, materials or to build your portfolio, you will need to participate in online activities, for example in the Moodle. To facilitate this, your name, your Computer Username and the content you contribute, will be displayed online to relevant staff and authorised persons involved in your course – such as external verifiers, internal verifiers or others providing relevant services to the company such as IT maintenance providers – in both cases who have a need to see the information concerned.

Such online facilities may also be used by you voluntarily to submit information to, and/or to network with, your peers and/or other users. Your name, your Computer Username and the information you choose to post, will be visible online to staff users, other student users and other people providing relevant services to the company. You should not contribute information of a sensitive, personal nature, unless you expressly consent to its disclosure as stated. By agreeing to the conditions of registration, you expressly consent to your personal information (as noted above) being processed as explained above.

You may withdraw this consent (where not obligatory for your course) by writing to us and requesting it. Please be aware that certain courses and activities are designed to be interactive. By withdrawing your consent, your access to, and

enjoyment of, certain online activities and services is likely to be limited and may not be sufficient for the requirements of your course.

6.5 We will provide you with a moodle log in and welcome pack with instructions to access the online learning course. If this does not work, you may need to enable cookies on your computer or use an alternative web browser. Failing this, if you cannot access the moodle and we have tested your moodle log in and found it to be working, it is your responsibility to seek professional IT advice to enable you to access the moodle.

7 Email

7.1 When you have registered with us, we will ask you to tell us which email address we should write to. This can be your student email address (which we will provide) or an email address of your own.

7.2 We will send important information to your chosen email address. It is your responsibility to check your email address regularly and to inform the company of any changes to your preferred email address. It is also your responsibility to manage any filters on your account to ensure that email from the company is sent into your 'Inbox' and not to a 'bulk' email folder.

7.3 Other students may write to your Bright email address, so you might want to check this mailbox from time to time even if you have chosen a different email address.

7.4 Your Bright email account will have 5 megabytes (Mb) of space. If you use an alternative email account, you should ensure that it has an adequate amount of space to receive messages from the company. If you think you have missed messages, you can check the emails that have been sent to you in the last 30 days via a link from the Moodle pages.

7.5 The company will not be liable to you or anyone else for any message sent from your Bright provided student email account.

8 Practical learning & assessment

8.1 As part of your registered course, you will have to undergo practical assessment and learning, delivering assessing to real life candidates. For PTTLs course, you will be required to complete a 1 hour micro teach session. If you are unable to go to any pre arranged visits or attend the micro teach, you should immediately notify your Mentor and get advice from the company as you may fail the course if you do not go.

8.2 You will not be excused from the required visits on any course.

8.3 If you fail to attend 2 or more planned visits to your candidates or with your assessor mentor, we reserve the right to withdraw you from the course. No refunds will be given.

8.4 If you fail to attend 2 or more planned micro teach sessions for PTLLS, we reserve the right to withdraw you from the course. No refunds will be given.

8.5 If you fail to attend or cancel 2 or more micro teach sessions or planned visits to your candidates or with your assessor mentor, you will be charged for any rescheduled visits or sessions. Any further cancelled visits after this time will be also charged.

8.6 For CTLLS or CTLLS with DTLLS courses you are entitled to 2 observations carried out by us as part of the course fees. If you fail to pass these observations and require additional visits you will be charged an additional fee per visit.

8.7 Skype must be booked 1 week in advance and observations or visits 4 weeks in advance.

8.8 At least 48 hours' notice must be given to cancel a microteach, Skype or observation. Failure to do so will result in a charge.

8.9 Bright will not accept liability for any financial loss or inconvenience caused by cancelled observations, skypes or micro teaches for whatever reason.



9 Equipment lending

If, as part of your course, you are provided with equipment or books on loan, you agree to follow the conditions that apply to using these. A full copy of the conditions will be supplied.

10 Indemnity Insurance

We do not have indemnity insurance for students carrying out practical assessment related to their studies. If you need indemnity cover you will need to arrange this yourself.

11 Recording phone calls

We may record phone calls between you and us to make sure that we have carried out your instructions correctly and to help us improve our services through staff training.

12 Governing law

The registration agreement, and the conditions and regulations which form part, of it are governed by English law.

13 Entire agreement

The registration agreement, and the conditions and regulations which form part of it, is the entire agreement between us and you. If any of our employees or agents have agreed anything verbally at any time, this registration agreement will always take priority.

14 Rules and regulations: students

Our Student Regulations, which include the NVQ Code of Practice or any other codes related to the QCF or of the Institute for Learning apply to all our registered students. Students are required to view these on our website at www.brightassessing.com or www.ifl.ac.uk

PART 2 CANCELLING YOUR REGISTRATION OR CHANGING YOUR COURSE

This part of the conditions explains the procedure that you must follow if you want to cancel your registration agreement or change your course. It is important that you read this section because if you fail to follow the proper procedure when cancelling your registration agreement or changing your course, you will still have to pay the full course fee.

1 Cancelling your course or registration agreement

- You may cancel your course or registration agreement at any time by telling the Assistant Customer Service Manager by letter, fax, e-mail or phone that you want to cancel. It is not enough to simply tell your assessor mentor. Your cancellation will take effect on the date we receive your letter, fax, e-mail or phone call.
- For your protection you should get and keep proof of posting for any letter you have sent us to cancel your course or registration agreement.
- We will acknowledge your cancellation by letter or email. You must contact the Assistant Customer Service Manager if you do not receive written acknowledgement of your cancellation within 21 days of the date of your letter, fax or e-mail. If you cancelled your course or registration agreement by letter, please send proof of posting.
- As long as we receive your notice of cancellation no more than 14 days after the registration date, you will receive a full refund of your course fee. Otherwise, the full fee will be payable and you will not be eligible for any refund of fees.
- If it is necessary to cancel your registration agreement once your course has begun as a result of the death of yourself, your husband or wife, partner or dependant; we may refund all or part of the course fee you have paid. In these circumstances, you (or your representative in the case of your death) should apply for a refund by writing to the Assistant Customer service Manager within six months of the start of the course. We reserve the right to request proof of serious illness or death.



- Refunds of course fees will be via the means they were originally paid by. Course fees paid by more than one payment method will be refunded in the same proportion to each payment method.
- Refunds will be paid within 30 days
- We will not send you any further course materials after you have cancelled your course or registration agreement.

Refunds will not be given after the 14 day cooling off period for any other reason.

PART 3 PRIVACY POLICY

In order to operate the service and to take credit card payments Bright Assessing the data controller, must ask you to provide us information about yourself and your credit or debit card. By consenting to, and agreeing the terms of, the Privacy Policy, you also expressly consent and agree to us processing your data in the manner set out in the Privacy Policy. This Privacy Policy describes the information we collect and how we use that information. Bright Assessing takes the privacy of your personal information very seriously and will use your information only in accordance with the terms of this Privacy Policy. We will not sell or rent your personally identifiable information or a list of our customers to third parties. However, in order for us to offer our services to our users; to enhance the quality of its service from time to time; and to protect the interests of our users, we will in limited circumstances and as further described in more detail throughout this policy, share some of your information with third parties under strict restrictions. It is important for you to review this Privacy Policy. This Privacy Policy applies to all services that are advertised on the Bright Assessing website.

By accepting the Privacy Policy and Terms of Registration, you expressly consent to our use and disclosure of your personal information and direct us to do so in the manner described in this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the Bright Assessing User Agreement.

If you disagree with the terms of Privacy Policy, please do not register for nor use the Bright Assessing service.

Notification of Changes

This policy and these terms and conditions may be revised over time as new features are added to the Bright Assessing service or as we incorporate suggestions from our customers. We may amend this Privacy Policy and our terms and conditions at any time by posting a revised version on our web site. The revised version will be effective at the time we post it. In addition, if we propose to change this Privacy Policy in a substantial manner, we will provide you with at least 30 days' prior notice of such a change by posting notice on the "Policy Updates" page of our website(s). After this 30 days notice, you will be considered as having expressly consented to all amendments to the Privacy Policy. If you disagree with the terms of this Privacy Policy, you may close your account at any time.

Please check the Bright Assessing website at <https://www.BrightAssessing.com> at any time for the most current version of our Privacy Policy and terms and conditions.

Some pages on the Bright Assessing website include links to third party websites. These sites are governed by their own privacy statements, and Bright Assessing is not responsible for their operations, including but not limited to their information practices. Users submitting information to or through these third party websites should review the privacy statement of these sites before providing them with personally identifiable information.

A Special Note About Children. Children are not eligible to use our service and we ask that minors (under the age of 18) do not submit any personal information to us or use the service.

2. Information We Collect

Required Information

To register onto the Bright Assessing course, you must provide your name, address, phone number, your CV and email address. In order to make certain payments through Bright Assessing, you must provide credit card, debit card or bank account information. This required information is necessary for us to process transactions, deliver the course to you protect you against credit card fraud and current account fraud, and to contact you should the need arise in administering your account. We will not store details of your credit or debit cards.



Our Use of "Cookies"

"Cookies" are small files of data that reside on your computer and allow us to recognise you as a Bright Assessing customer if you return to the Bright Assessing site using the same computer and browser. We send a "session cookie" to your computer if and when you log in to your Bright Assessing account by entering your email address and password. These cookies allow us to recognise you if you visit multiple pages in our site during the same session, so that you don't need to re-enter your password multiple times. Once you log out or close your browser, these session cookies expire and no longer have any effect.

We also use longer-lasting cookies for other purposes such as to display your email address on our sign-in form, so that you don't have to retype the email address each time when you log in to your Bright Assessing account. We encode our cookies so that only we can interpret the information stored in them. You are free to decline our cookies if your browser permits, but doing so may interfere with your use of our website.

Customer Service Correspondence

If you send us correspondence, including emails and faxes, we retain such information in the records of your account. We will also retain customer service correspondence and other correspondence from Bright Assessing to you. We retain these records in order to keep records of our relationship, to measure and improve our customer service, and to investigate potential fraud and violations of our Conditions of Registration. We may, over time, delete these records if permitted by law.

Questionnaires, Surveys and Profile Data

From time to time, we offer optional questionnaires and surveys to our users for such purposes as collecting demographic information or assessing users' interests and needs. The use of the information collected will be explained in detail in the survey itself. If we collect personally identifiable information from our users in these questionnaires and surveys, the users will be given notice of how the information will be used prior to their participation in the survey or questionnaire.

3. Our Use and Disclosure of Information

Internal Uses

We collect, store and process your personal information on servers located in the United Kingdom. Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customised experience. You agree that we may use your personal information to:

- provide the services and customer support you request;
- prevent potentially prohibited or illegal activities, and enforce our Conditions of Registration
- customize, measure, and improve our services and the content and layout of our website;
- tell you about targeted marketing, service updates, and promotional offers
- compare information for accuracy, and verify it with third parties.

Disclosure to Other Bright Assessing Customers

If you are a registered Bright Assessing user, your name, e-mail address, Skype ID (if applicable) and date of registration can be viewed by other customers on the Moodle. Your phone number (if applicable), bank account and other financial information will not be revealed to anyone except with your express permission or if we are required to do so pursuant to a court order or other legal. You can manage who can view this information by changing your Moodle settings. We will not however store or pass on your credit/ debit card details.

Disclosure to Third Parties Other Than Bright Assessing Customers

Bright Assessing will not sell or rent any of your personally identifiable information to third parties, and will only disclose this information in the limited circumstances and for the purposes described in this policy. This includes transfers of data to non-EU member states. Specifically, you consent to and direct Bright Assessing to do any and all of the following:



Disclose information including, without limitation, transaction, account information, personal details and the contents of communications to the police, security forces, competent governmental, intergovernmental or supranational bodies, competent agencies (other than tax related authorities), departments or regulatory, self-regulatory authorities or organisations (including, without limitation, the Agencies set out in the table under the heading "Agencies" below) or other third parties that we in good faith believe is appropriate to cooperate in investigations of fraud or other illegal activity or potential illegal activity, or to conduct investigations of violations of our User Agreement. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies and law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering. Please contact us on the details set out at the end of this privacy policy if you want to receive further details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Disclose information in response to requirements of civil or criminal legal process.

Our Contacts with Bright Assessing Customers

We communicate with users on a regular basis via email to provide requested services, and we also communicate by phone to resolve customer complaints, respond to requests for customer service, confirm information concerning your identity, business or account activity, carry out collection activities or conduct customer surveys. We use your email or physical address to confirm your opening of a Bright Assessing account, to send you information about your course, to request payment, to send information about important changes to our products and services, and to send notices and other disclosures required by law. Generally, users cannot opt out of these communications, but they will be primarily informational in nature rather than promotional.

We also use your email address to send you other types of communications that you can control, including the Bright Assessing newsletter, customer surveys and notice of special third-party promotions. You can choose whether to receive some, all or none of these communications when you complete the registration process, or at any time thereafter, by changing your preferences by contacting the customer service department.

4. Information Security

Bright Assessing is committed to handling your customer information with high standards of information security. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorise access to personal information only for those employees who require it to fulfil their job responsibly.

The security of your Bright Assessing account also relies on your protection of your Bright Assessing password. You may not share your Bright Assessing password with anyone. Bright Assessing representatives will never ask you for your password, so any email or other communication requesting your password should be treated as unauthorised and suspicious and forwarded to enquiries@brightssessing.com. If you do share your Bright Assessing password with a third party for any reason, including because the third party has promised to provide you additional services such as account aggregation, the third party will have access to your account and your personal information, and you may be responsible for actions taken using your password. If you believe someone else has obtained access to your password, please change it immediately by logging in to your account at and changing your Profile settings, and also contact us right away as described below

5. Accessing and Changing Your Information

You can review the personal information you provided us and make any desired changes to such information, or to the settings for your Bright Assessing account, at any time by logging in to your account on the Bright Assessing website and changing your preferences in the Profile page of the "My Account" tab. You can also close your account through the Bright Assessing website. If you close your Bright Assessing account, we will mark your account in our database as "Closed," but will keep your account information in our database. If you close your account, your personally identifiable information will not be used by us for any further purposes, nor sold or shared with third parties, except as necessary to prevent fraud and assist law enforcement, or as required by law.

6. Other

We do not use credit reference agencies. We are registered under the Data Protection Act with the ICO.

SECTION 4- Our Information

The information we provide, verbally, electronically and in writing is correct to the best of our knowledge and belief at the time of publication. We aim to ensure that the information and any advice we give you about the course, the career and our products is independent and impartial and we are responsible for giving you correct, true and accurate advice about our products and services. However we do not guarantee that you will get a job as a result of the course, or that the course is correct for your individual circumstances and needs. It is your responsibility to ensure that the course and/ or career path is the right one for you.

Bright provide impartial information about our products and services. We do not provide careers advice.

SECTION 5- OUR FEES

All fees stated include VAT.

For our latest course prices please visit our website www.brightassessing.com or contact customer services.

Late Payment fee	£35
Declined payment fee	£35
Instalments fee	£60
On Hold fee	£120
Additional Observation visit fee	£120 plus travel expenses
Course transfer fee	£120 plus the difference between the course fees
Portfolios return fee	£250 includes photocopying, postage and admin charge
Additional certificate fee	£120
Cancellation charge	£60

