

## Legal Information

### Covid-19 Risk Assessment

Our Covid-19 Risk Assessment can be found [here](#).

### External Parties Information Security Requirements Policy

[Download here](#)

### Privacy Notice

NCFE (the “we”, “us”, “our”) (registered company number 02896700 and registered charity number 1034808) is committed to protecting your privacy. At all times we aim to respect any personal information you share with us, or that we receive from others, and keep it safe. This Privacy Notice (“**Notice**”) sets out our data processing practices and your rights and options regarding the ways in which your personal information is used and collected, including through our websites (www.ncfe.org.uk, www.cache.org.uk, www.cache-international.org, www.cachealumni.org.uk, www.skillsforward.co.uk, www.qualhub.co.uk, www.campaign-for-learning.org.uk and www.familylearningfestival.com).

**This Notice contains important information about your personal rights to privacy. Please read it carefully to understand how we use your personal information.**

**The provision of your personal information to us is voluntary. However, without providing us with your personal information, your use of our services or your interaction with us may be impaired. For example, you will be unable to take an examination or receive a qualification.**

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1. **We collect personal information about you:**

When you give it to us **directly**, for example, personal information that you give to us when you communicate with us by email, phone, or letter.

When we obtain it **indirectly**, for example, your personal information will be shared with us by training/learning providers after you enrol for a course in relation to which we provide the relevant qualification.

When it is **available publicly**. Your personal information may be available to us from external publicly available sources. For example, depending on your privacy settings for social media services, we may access information from those accounts or services.

When you visit our **website**, we automatically collect the following types of personal information:

(a) Technical information, including the internet protocol (IP) address used to connect your device to the internet, browser type and version, time zone setting, browser plug-in types and versions and operating systems and platforms.

(b) Information about your visit to the websites, including the uniform resource locator (URL) clickstream to, through and from the website (including date and time), services you viewed or searched for, page response times, download errors, length of visits to certain pages, referral sources, page interaction information (such as scrolling and clicks) and methods used to browse away from the page.

We collect and use your personal information by using cookies on our website – please see our Cookie Notice below.

When you visit our **premises**, for example, where CCTV is used on our premises.

In general, we may combine your personal information from these different sources set out above, for the purposes set out in this Notice.

## 2. **What personal information do we use?**

We may collect, store and otherwise process the following kinds of personal information:

1. your name and contact details including postal address, telephone number, email address and emergency contact details and, where applicable;
2. your date of birth and gender;
3. your financial information, such as bank details and/ or credit/ debit card details;
4. information about your computer/ mobile device and your visits to and use of this website, including, for example, your IP address and geographical location;
5. unique candidate identifiers/unique learner numbers;
6. details of your qualifications/ experience;
7. details of courses you have attended or delivered;
8. details of sickness or absence;

and/ or any other personal information which we obtain as per paragraph 1.

## **Do we process special categories of data?**

The EU General Data Protection Regulation (“**GDPR**”) recognises certain categories of personal information as sensitive and therefore requiring more protection, for example information about your health, ethnicity and religious beliefs.

In certain situations, NCFE may collect and/or use these special categories of data (for example, information on learners’ medical conditions so that we can make arrangements for reasonable adjustments and/or special considerations). We will only process these special categories of data if there is a valid reason for doing so and where the GDPR allows us to do so.

### 3. **How and why will we use your personal information?**

Your personal information, however provided to us, will be used for the purposes specified in this Notice. In particular, we may use your personal information:

1. to register you as a learner and allow you to sit examinations;
2. for examination administration purposes;
3. to conduct examinations and assessments;
4. to issue examination results and certificates;
5. to carry out any reviews or appeals;
6. to otherwise provide you with services, products or information you have requested;
7. to communicate as necessary with training/learning providers;
8. to provide further information about our work, services or activities (where necessary, only where you have provided your consent to receive such information);
9. to answer your questions/ requests and communicate with you in general;
10. to manage relationships with our partners and service providers;
11. to analyse and improve our work, services, activities, products or information (including our website), or for our internal records;
12. to keep our facilities safe and secure;
13. to run/administer the activities of NCFE, including our website, and ensure that content is presented in the most effective manner for you and for your device;
14. to audit and/or administer our accounts;
15. to satisfy legal obligations which are binding on us, for example in relation to regulatory, government and/or law enforcement bodies with whom we may work (for example requirements relating to the payment of tax or anti-money laundering);
16. for the prevention of fraud or misuse of services;
17. for the establishment, defence and/ or enforcement of legal claims; and/or
18. to notify you about changes to our services;
19. to communicate with you for example, respond to queries and requests

### 4. **Lawful bases**

The GDPR requires us to rely on one or more lawful bases to use your personal information. We consider the grounds listed below to be relevant:

1. Where necessary so that we can **comply with a legal obligation** to which we are subject (for example, where we are obliged to share your personal information with regulatory bodies which govern our work and services).

2. Where **necessary for the performance of a contract** to which you are a party or to take steps at your request prior to entering a contract (for example, to provide you with a certified award after sitting an examination).
3. Where there is a **legitimate interest** in us doing so.
4. Where the above reasons have not been satisfied and / or you have provided your **consent** for us to use your personal information in a certain way.

The GDPR allows us to collect and process your personal information if it is reasonably necessary to achieve our or others' legitimate interests (as long as that processing is fair, balanced and does not unduly impact your rights as an individual).

In broad terms, our "legitimate interests" means the interests of running of the NCFE as a commercial entity and ensuring that appropriate levels of certified awards are granted to candidates in line with our standards.

When we process your personal information to achieve such legitimate interests, we consider and balance any potential impact on you (both positive and negative), and on your rights under data protection laws. We will not use your personal information for activities where our interests are overridden by the impact on you, for example where use would be excessively intrusive (unless, for instance, we are otherwise required or permitted to by law).

#### **5. Supporter research**

We may also analyse your personal information to create a record of your interests and preferences. This allows us to ensure communications are relevant and timely, to contact you in the most appropriate and relevant way and in general to provide you with an improved user experience. It also helps us to understand the background of our supporters so that we can make appropriate requests to those who may be willing and able to give more than they already do, enabling us to raise funds and help beneficiaries sooner and more cost-effectively. **If you would prefer us not to use your personal information for supporter research please let us know by using the contact details below.**

#### **6. Communications for marketing/promotional purposes**

We may use your contact details to provide you with information about our work, events, services and/or activities which we consider may be of interest to you (for example, about other certified awards we offer or training/learning providers we work with).

Where we do this via email, SMS or telephone (where you are registered with the Telephone Preference Service), we will not do so without your prior consent (unless allowed to do so via applicable law).

Where you have provided us with your consent previously but do not wish to be contacted by us about our work, events, services and/or activities in the future, please let us know by email at [dataprotection@ncfe.org.uk](mailto:dataprotection@ncfe.org.uk). You can opt out of receiving emails from NCFE at any time by clicking the "unsubscribe" link at the bottom of our emails.

#### **7. Donations/payments**

When you use our secure online payment function you will be directed to a specialist payment services provider who will receive your financial information to process the transaction. We will not directly store your financial details as needed for these transactions. We will provide your personal information to the payment services provider only to the extent necessary for the purpose of processing your payment.

#### **8. Children's personal information**

When we process children's personal information, we will not do so without their consent where we require it or, where required, the consent of a parent/ guardian. We will always have in place appropriate safeguards to ensure that children's personal information is handled with due care.

#### **9. How long do we keep your personal information?**

In general, unless still required in connection with the purpose(s) for which it was collected and/or processed, we remove your personal information from our records six years after the date it was collected. However, if before that date (i) your personal information is no longer required in connection with such purpose(s), (ii) we are no longer lawfully entitled to process it or (iii) you validly exercise your right of erasure (please see Section 13 below), we will remove it from our records at the relevant time.

If you request to receive no further contact from us, we may keep some basic information about you on our suppression list in order to comply with your request and avoid sending you unwanted materials in the future.

#### **10. Will we share your personal information?**

We do not share, sell or rent your personal information to third parties for marketing purposes. However, in general we may disclose your personal information to selected third parties in order to achieve the purposes set out in this Notice.

These parties may include (but are not limited to):

1. training/learning providers;
2. individual examiners;
3. educational authorities such as Department for Education, Welsh Government, Department of Education Northern Ireland, HESA, UCAS, ESFA and the Learning Records Service;
4. local authorities and other public bodies responsible for education;
5. other educational establishments/prospective employers (for example if a reference is sought);
6. suppliers and sub-contractors for the performance of any contract we enter into with them, for example IT service providers such as website hosts or cloud storage providers;
7. professional service providers such as accountants and lawyers;
8. parties assisting us with research to monitor the impact/effectiveness of our work, events, services and activities;
9. the police, for example in sharing data in relation to malpractice cases linked to fraud;

10. regulatory bodies who govern our work, such as Ofqual, Qualifications Wales, CCEA Regulation, SQA or Ofsted; and/or

In particular, we reserve the right to disclose your personal information to third parties:

- in the event that we sell or buy any business or assets, in which case we will disclose your personal information to the (prospective) seller or buyer of such business or assets;
- if substantially all of our assets are acquired by a third party, personal information held by us may be one of the transferred assets;
- if we are under any legal or regulatory duty to do so; and/or
- to protect the rights, property or safety of NCFE, its personnel, users, visitors or others.

### **11. Security/storage of and access to your personal information**

NCFE is committed to keeping your personal information safe and secure and we have appropriate and proportionate security policies and organisational and technical measures in place to help protect your information.

Your personal information is only accessible by appropriately trained staff, volunteers and contractors, and stored on secure servers which have features to prevent unauthorised access.

### **12. International Data Transfers**

Given that we are a UK-based organisation we will normally only transfer your personal information within the European Economic Area (“**EEA**”), where all countries have the same level of data protection law as under the GDPR.

However, because we may sometimes use agencies and/or suppliers to process personal information on our behalf, it is possible that personal information we collect from you will be transferred to and stored in a location outside the EEA, for example the United States.

Please note that some countries outside of the EEA have a lower standard of protection for personal information, including lower security requirements and fewer rights for individuals. Where your personal information is transferred, stored and/or otherwise processed outside the EEA in a country that does not offer an equivalent standard of protection to the EEA, we will take all reasonable steps necessary to ensure that the recipient implements appropriate safeguards (such as by entering into standard contractual clauses which have been approved by the European Commission) designed to protect your personal information and to ensure that your personal information is treated securely and in accordance with this Notice. If you have any questions about the transfer of your personal information, please contact us using the details below.

Unfortunately, no transmission of your personal information over the internet can be guaranteed to be 100% secure. Once we have received your personal information, we use strict procedures and security features to try and prevent unauthorised access.

### **13. Exercising your Rights**

Where we rely on your consent to use your personal information, you have the right to withdraw that consent at any time. This includes the right to ask us to stop using your personal information for marketing or fundraising purposes or to unsubscribe from our email list at any time. You also have the following rights:

1. **Right of access** – you can write to us to ask for confirmation of what personal information we hold on you and to request a copy of that personal information. Provided we are satisfied that you are entitled to see the personal information requested and we have successfully confirmed your identity, we will provide you with your personal information subject to any exemptions that apply.
2. **Right of erasure** – at your request we will delete your personal information from our records as far as we are required to do so. In many cases we would propose to suppress further communications with you, rather than delete it.
3. **Right of rectification** – if you believe our records of your personal information are inaccurate, you have the right to ask for those records to be updated. You can also ask us to check the personal information we hold about you if you are unsure whether it is accurate/up to date.
4. **Right to restrict processing** – you have the right to ask for processing of your personal information to be restricted if there is disagreement about its accuracy or legitimate usage.
5. **Right to object** – you have the right to object to processing where we are (i) processing your personal information on the basis of our legitimate interests (see section 4 above), (ii) using your personal information for direct marketing or (iii) using your information for statistical purposes.
6. **Right to data portability** – to the extent required by the GDPR, where we are processing your personal information (that you have provided to us) either (i) by relying on your consent or (ii) because such processing is necessary for the performance of a contract to which you are party or to take steps at your request prior to entering into a contract, and in either case we are processing using automated means (i.e. with no human involvement), you may ask us to provide the personal information to you – or another service provider – in a machine-readable format.
7. **Rights related to automated decision-making** – you have the right not to be subject to a decision based solely on automated processing of your personal information which produces legal or similarly significant effects on you, unless such a decision (i) is necessary to enter into/perform a contract between you and us/another organisation; (ii) is authorised by EU or Member State law to which NCFE is subject (as long as that law offers you sufficient protection); or (iii) is based on your explicit consent.

Please note that some of these rights only apply in limited circumstances. For more information, we suggest that you contact us using the details in section 16 below.

If you have any queries or concerns in relation to your personal data we hold or you wish to raise a subject access request, please contact us using the details provided in section 16 below. You are further entitled to make a complaint to the Information Commissioner's Office – [www.ico.org.uk](http://www.ico.org.uk). For further information on how to exercise this right, please contact us using the details below.

#### 14. Changes to this Notice

We may update this Notice from time to time. We will notify you of significant changes by contacting you directly where reasonably possible for us to do so and by placing an update notice on our website. This Notice was last updated in May 2018.

### **15. Links and third parties**

We link our website directly to other sites. This Notice **does not** cover external websites and **we are not responsible** for the privacy practices or content of those sites. We encourage you to read the privacy policies of any external websites you visit via links on our website.

### **16. How to contact us**

Please let us know if you have any questions or concerns about this Notice or about the way in which NCFE processes your personal information by contacting us at the channels below. Please ask for / mark messages for the attention of the Quality Improvement, Risk and Compliance Team.

Email: [dataprotection@ncfe.org.uk](mailto:dataprotection@ncfe.org.uk)

Telephone 0191 239 8000

Post: NCFE, Q6, Quorum Park, Benton Lane, Newcastle Upon Tyne, NE12 8BT

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## **Cookies**

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive.

### **Cookies can be categorised into two different types:**

1. Session cookies, which are temporary cookies that remain in the cookie file of your computer until you close your browser (at which point they are deleted).
2. Persistent or stored cookies that remain on the cookie file of your computer for a defined period of time.

The cookies we use

The cookies we use on our website are either 'Essential' or 'Performance' Cookies:

Essential cookies enable you to move around the website and access its feature, such as accessing secure areas of a website or displaying personalised content.

Performance cookies allow us to count the number of visitors to our website and to see how visitors move around the website when they are using it. All counting and tracking is anonymous and movements and activity are not traced back to an individual user. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

We also use Google Analytics to collect information about your online activity on the website, such as the web pages you visit, the links you click, and the searches you conduct on the website. We use the information to compile reports and to help us improve the website. The cookies collect information in an anonymous form, including the number of visitors to the website, where visitors have come to the website from and the pages they visited. For more information about the information gathered using Google Analytics please visit their [Privacy Policy page](#).

For further details of the cookies we use on our websites, please see the tables below.

Cookies cannot look into your computer and obtain information about you or your family or read any material kept on your hard drive and, unless you have logged onto an authenticated page, cookies cannot be used to identify who you are.

Cookies cannot be used by anyone else who has access to the computer to find out anything about you, other than the fact that someone using the computer has visited a certain website. Cookies do not in any way compromise the security of your computer.

#### How Google determines demographic information

When someone visits a website that has partnered with the Google Display Network, Google stores a number in their browsers (using a "[cookie](#)") to remember their visits. This number uniquely identifies a web browser on a specific computer, not a specific person. Browsers may be associated with a demographic category, such as gender or age range, based on the sites that were visited.

In addition, some sites might provide us with demographic information that people share on certain websites, such as social networking sites. We may also use demographics derived from Google profiles.

#### Example

Sarah's favourite hobby is gardening. Many of the gardening sites and blogs on the Display Network that she visits have a majority of female readers, according to survey data. Based on this, Sarah's browser could be added to the "female" demographic category.

As a result, Google may show Sarah ads from advertisers who have chosen to show their ads to women.

Customers can edit their inferred (that is, suggested) demographic categories for websites by visiting Ads Settings.

Using the [Ads Settings](#), visitors can opt out of Google Analytics for Display Advertising and customise Google Display Network ads.

#### ClickTale

NCFE uses ClickTale web analytics service. ClickTale may record mouse clicks, mouse movements, scrolling activity as well as any text you type in this website. ClickTale does not collect personally identifiable information (PII) that you do not voluntarily enter in this

website. ClickTale does not track your browsing habits across web sites which do not use ClickTale services. For more information see Privacy Policy for Information Collected by the ClickTale Web Analytics Service. We are using the information collected by ClickTale service to improve our website, make it more user-friendly and monitor that it is performing correctly. You can choose to disable the Service on [ClickTale's website](#).

## Siteimprove

NCFE uses Siteimprove web services. Siteimprove may collect statistics about site usage such as when a visitor last visited the site, track the sequence of pages a visitor looks at during a visit to the site and determine if the user has accepted or declined cookies. This information is then used to improve the user experience on the website and can be used to reduce user journeys, and enable visitors to find relevant information quicker. The Siteimprove Analytics cookies contain a randomly generated ID used to recognise the browser when a visitor reads a page. The cookie contains no personal information and is used only for web analytics.

Cookies used on this site:

Cookie	Purpose	Data held	Type of cookie	Notes	Categorisation
_vis_opt_s	Visual website optimizer	User identification	Persistent	Used for tracking various metrics in combination with other GA cookies	Performance
awin	Affiliate Window	Tracks user source	Persistent	Used for tracking various metrics in combination with other GA cookies	Performance
_utma	Google Analytics	Unique site visitor id	Persistent	NCFE uses Google Analytics, a web analytics service provided by Google, Inc.	Performance
_utmb	Google Analytics	Session tracking id	Persistent	Google Analytics sets an anonymous analytics cookie that we use to evaluate your use of the website, help us improve how	Performance
_utmc	Google Analytics	Session tracking id	Session		Performance
_utmz	Google Analytics	Referral information	Persistent		Performance

uid uvc uit					our website works and understand what content interests our users. These cookies don't collect any information that could identify you – all the information collected is anonymous. NCFE uses cookies provided by a third party: addthis.com, to provide analytics to help us better understand our visitors. For example, to tell us how many people are sharing content. All tracking is completely anonymous and movements and activity are not traced back to an individual user.	
psc	Allows bookmarking and sharing of links on social media	Referral information	Session		Used for tracking various metrics in combination with other Google Analytics	Performance
_sifrFetch	Checking browser support for Flash	User identification	Session		Required to ensure the question about cookies is suppressed once the user accepts cookies for the	Performance
x-ncfe-accepted-cookies	Records whether cookies are accepted or rejected.	Accepted/Rejected flag	Persistent			Essential

WRID	ClickTale	Unique site visitor id	Persistent, First Party Cookie	<p>site.</p> <p>This cookie is used to anonymously identify a visitor of the Website of the Website for the purpose of enabling the ClickTale software to track such visitor's actions across the client's website.</p> <p>This cookie is created if the domain is not selected or if the account has run out of</p>	Performance
WRIgnore	ClickTale	Yes/no flag	Persistent, First Party Cookie	<p>recording credits. It provides information that the specific visitor should not be recorded or tracked by the software.</p> <p>If a visitor to client's website does not wish to be tracked by the software he may opt-out on <a href="#">Clicktale's website</a>.</p>	Performance
WRBlock	ClickTale	Yes/no flag	Persistent, Third Party Cookie	<p>Clicking this link shall place a cookie on the visitor's machine for the purpose of blocking any recording by the ClickTale software of this visitor's session.</p>	Performance

_CT_Data	ClickTale	Visit count	Persistent, Third Party Cookie	<p>This cookie is used to count the number of pageviews or visits of the anonymous visitor for the purpose of enabling the ClickTale software to track the number of pageviews or visits a visitor made on the client's website.</p>	Performance
nmstat	Siteimprove	Session tracking	Persistent	<p>This cookie is used to help record the visitor's use of the website. It is used to collect statistics about site usage such as when the visitor last visited the site. This information is then used to improve the user experience on the website.</p> <p>This Siteimprove Analytics cookie contains a randomly generated ID used to recognise the browser when a visitor reads a page. The cookie contains no personal information and is used only for</p>	Performance

siteimproveses	Siteimprove	Session tracking	Session	web analytics. This cookie is used purely to track the sequence of pages a visitor looks at during a visit to the site.	Performance
				This information can be used to reduce user journeys, and enable visitors to find relevant information quicker.	
szcookiechoice	Siteimprove	Session tracking	Session	This cookie is used to determine if the user has accepted or declined cookies. This is only set if you use the Siteimprove Cookie Info Banner solution	Performance

### How can you control the cookies we use?

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. You can usually activate these settings by clicking on the 'Help' menu in your browser. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit the [All About Cookies website](#). To opt out of being tracked by Google Analytics across all websites visit the [Google Analytics site](#).

Unless you have adjusted your browser setting so that it will refuse cookies, you will receive cookies as soon you visit our website. The cookies that will be issued will be applied in accordance with the terms of this cookies policy.

## **1. Agreement to Terms and Conditions**

### 1.1 Acceptance of Terms and Conditions

1.1.1 Our applications are owned by NCFE. References to 'we', 'us' or 'our' are references to NCFE. We're a company registered in England and Wales (company number 02896700), our VAT number is GB297530960. NCFE is a registered charity (charity number 1034808). Our registered office and address for correspondence is:

NCFE  
Q6 Quorum Park  
Benton Lane  
Newcastle upon Tyne  
NE12 8BT

1.1.2 Your use of our applications is at all times subject to these Terms and Conditions. References to 'You' and 'Your' are references to the application user/downloader of the application. By downloading our applications you agree to the Terms and Conditions set out below. If you don't agree to these Terms and Conditions you must stop using the applications immediately and remove them from any devices.

### 1.2 Changes to Terms and Conditions

1.2.1 We reserve the right, from time to time - with or without notice to you - to change these Terms and Conditions at our sole discretion. The Terms and Conditions applicable to your access to and use of our applications will be the version which is current and displayed on the NCFE website at each date you access the website. Your use of the application after changes are made means that you agree to be bound by such changes. These terms were last updated on 25 August 2016.

## **2. Application use**

2.1 You can use NCFE's applications provided you comply with our Terms and Conditions.

2.2 All content of the applications is our property. Except as may be permitted by law, notwithstanding contractual prohibition, you may not reproduce, modify, copy, de-compile or reverse engineer any of the materials, software or content on the website without our written permission.

2.3 You do not have the right to use the NCFE logo or font anywhere except in the applications themselves.

2.4 It's your responsibility to ensure your device system meets all the necessary technical specifications to enable you to download and use the applications.

2.5 On occasion we may restrict access to certain features, parts or content of the applications.

2.6 The information contained in our applications is for information purposes only. We endeavour to keep the information contained in the applications (other than user material as

defined in clause 3.2 below) up-to-date and correct, although there may be times when this isn't the case. If you notice any issue with the information on the website, please contact us at [service@ncfe.org.uk](mailto:service@ncfe.org.uk).

2.7 These applications are not an assessment tool and are not designed to be submitted as evidence of learning.

### **3. Intellectual property rights**

#### **3.1 Application**

3.1.1 All intellectual property rights in or relating to the applications (including our text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned by us or our licensors. Except where you are given a non-exclusive licence to use the intellectual property rights that you need to enable you to use the website in accordance with these Terms and Conditions, you are not given any rights in respect of the intellectual property rights owned by us or our licensors and you acknowledge and agree that you do not acquire any ownership of, or other rights in relation to, any such intellectual property rights by virtue of using the applications.

#### **3.2 External links**

3.2.1 Applications may also include links to other websites which we don't control. These links are provided for your convenience to provide additional information. They do not signify that we endorse the website(s). We have no responsibility for the content, privacy policies or operation of such linked website(s), or for anything provided (or not provided) by the third parties controlling such linked websites.

### **4. Availability of applications**

4.1 We reserve the right to remove applications at any time.

4.2 It is your responsibility to install any updates to the applications.

4.3 You may not be able to access or use applications without installing a future update.

### **5. Privacy**

5.1 We may collect personal information about you through your use of our applications. All information that we collect about you is subject to our **Privacy Policy**.

5.2 We are not responsible for the collection of personal information by the Play Store/App Store or any other download platform.

5.3 We reserve the right to use information collected about you by the Play Store/App Store or any other download platform.

### **6. Limitations on liability**

6.1 Nothing in this clause 7 or otherwise in these Terms and Conditions shall exclude or limit our liability for:

6.1.1 fraud or fraudulent misrepresentation;

6.1.2 death or personal injury caused by our negligence;

6.1.3 any other liability to the extent the same may not be excluded or limited as a matter of law.

6.2 None of these terms restrict any of your statutory rights. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

6.3 We do not take any responsibility for loss, damage, expense or costs which may arise through the use of our applications.

## **7. Applicable law**

7.1 Your use of our applications is governed by these Terms and Conditions and construed and enforced in accordance with the laws of England and Wales. Disputes arising from your use of our applications and the services we provide are subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **8. Assignment by us**

8.1 You agree that we may assign any of our rights and/or transfer, sub-contract or delegate any of our obligations under these Terms and Conditions. These Terms and Conditions are personal to you and you may not assign any of your rights or transfer, sub-contract or delegate any of your obligations under these Terms and Conditions.

## **9. Applications are non-transferable**

9.1 Applications cannot be resold or traded.

## **10. No waiver**

10.1 If we delay exercising, or fail to exercise or enforce any right available to us under these Terms and Conditions, such delay or failure does not constitute a waiver of that right or any other rights under these Terms and Conditions.

## **11. Force majeure**

11.1 We won't be liable to you for any lack of performance, or the unavailability or failure, of our applications or our services, or for any failure by us to comply with these Terms and Conditions, where such lack, unavailability or failure arises from any cause reasonably beyond our control.

## **12. Third party rights**

12.1 Nothing in these Terms and Conditions confers on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.

### **13. Contacting us**

13.1 Please submit any questions you have about these Terms and Conditions by email to [service@ncfe.org.uk](mailto:service@ncfe.org.uk), or write to us at:

NCFE  
Q6 Quorum Park  
Benton Lane  
Newcastle Upon Tyne  
NE12 8BT

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## **NCFE Standard Terms and Conditions of Purchase**

### **1. Definitions**

**1.1.**“Company” means NCFE (company number 02896700), with its registered office at Q6, Quorum Park, Benton Lane, Newcastle upon Tyne, NE12 8BT.

**1.2.**“Company Materials” means all materials, equipment and tools, drawings, specifications and data supplied by the Company to the Supplier pursuant to or in connection with the Contract (if any)

**1.3.**“Contract” means the contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with these Terms and Conditions and the Purchase Order.

**1.4.**“Deliverables” means the Goods and/or outputs of the Services to be provided by the Supplier to the Company as identified in the Purchase Order.

**1.5.**“Goods” means the goods to be provided by the Supplier to the Company identified in the Purchase Order.

**1.6.**“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**1.7.**“Services” means the services to be provided by the Supplier to the Company identified in the Purchase Order, including any activities ancillary to the supply of Goods and/or Services.

**1.8.**“Supplier” means any individual, firm or company supplying the Goods or performing the Services as identified in the Purchase Order.

## **2.General**

**2.1.**The Purchase Order constitutes an offer by the Company to purchase the Goods and/or Services from the Supplier in accordance with these Terms and Conditions.

**2.2.**The Purchase Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing written notification of acceptance of the Purchase Order; or (b) any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence (“Commencement Date”) between the parties.

**2.3.**These Terms and Conditions apply to every Purchase Order placed by the Company to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings, including, but not limited to, any terms or conditions in or attached to any catalogue, invoice or other sales literature, any tender documentation, or any dispatch/delivery advice note of the Supplier.

**2.4.**All of these Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

## **3.Price**

**3.1.**The price of the Goods and the charges for the Services shall be as specified in the Purchase Order (together, the “Charges”) and cannot be varied without written agreement of the Company and the Supplier. Such Charges shall be the full and exclusive remuneration of the Supplier in respect of the supply of Goods and/or Services.

**3.2.**Unless otherwise stated in the Purchase Order, the Charges are fixed and shall not be subject to variation and shall be deemed to include: (a) all expenses incurred by the Supplier (directly or indirectly) in relation to provision of the Services and/or the supply of Goods; and (b) the costs of packaging, insurance and carriage of Deliverables. The Charges are exclusive of any applicable VAT unless indicated in the Purchase Order.

## **4.Payment**

**4.1.**Detailed priced invoices, which shall be valid VAT invoices, shall be sent to the Company at the address detailed in the Purchase Order. Invoices shall be issued on or as soon as reasonably practicable after completion of delivery of Deliverables or completion of the supply of Services. Each invoice shall include supporting information required by the Company to verify the accuracy of the invoice, including, but not limited to, the Purchase Order number.

**4.2.** Unless otherwise stated in the Purchase Order, the terms of payment are 30 days from the date of receipt by the Company of a correctly rendered Supplier's invoice or acceptance of the Deliverables by the Company, whichever is later.

**4.3.** If the Company fails to make a payment due to the Supplier under the Contract by the due date, then the Company shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.

**4.4.** The Company reserves the right to return any invoices not deemed to be correctly rendered.

**4.5.** The Company may at any time, without notice to the Supplier, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## **5. Standards**

**5.1.** The Deliverables under the Contract shall: (a) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); (b) correspond with the Purchase Order, any description and/or any applicable specification, including, but not limited to, as to the quantity, type, sort and description; (c) be fit for the purpose held out by the Supplier or made known to the Supplier expressly or by implication and in this respect the Company shall rely on the Supplier's skill and judgement; (d) if they are Goods, be new (unless otherwise specified in the Purchase Order) and of sound materials and skilled and careful workmanship; and (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery.

**5.2.** If the Deliverables do not comply with clause 5.1, then, without limiting or affecting other rights or remedies available to it, the Company shall have one or more of the following rights, whether or not it has accepted the Deliverables: (a) to terminate the Contract with immediate effect by giving written notice to the Supplier; (b) to reject the Deliverables (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; (c) to require the Supplier to repair or replace the rejected Deliverables, or to provide a full refund of the price of the rejected Deliverables (if paid); (d) to refuse to accept any subsequent delivery of the Deliverables which the Supplier attempts to make; (e) to recover from the Supplier any expenditure incurred by the Company in obtaining substitute goods and/or services from a third party; and (f) to claim damages for any additional costs, loss or expenses incurred by the Company arising from the Supplier's failure to comply with clause 5.1.

**5.3.** These Terms and Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

**5.4.** In providing the Services, the Supplier shall: (a) co-operate with the Company in all matters relating to the Services, and comply with all reasonable instructions of the Company; (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; (c) use personnel who are suitably

skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract; (d) ensure that the Services conform with all applicable descriptions and specifications; (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services; (f) use the best quality goods, materials, standards and techniques; (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services; (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services; (i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises; (j) hold all Company Materials in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose or use the Company Materials other than in accordance with the Company's written instructions or authorisation; (k) not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services; (l) comply with any additional obligations as set out in the Purchase Order.

## **6. Delivery, Risk and Title**

**6.1.** The Supplier shall deliver the Deliverables on the date(s) specified in the Purchase Order during the Company's normal business hours, or as instructed by the Company.

**6.2.** The Supplier is responsible for the delivery and all costs associated with the delivery of the Goods to the Company's premises or such other location that is specified in the Purchase Order ("Delivery Location"). Delivery of Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

**6.3.** Title and risk in the Goods shall pass to the Company on completion of delivery.

**6.4.** If the quantity of the Goods delivered to the Company does not correspond with the Purchase Order, the Company may reject the Goods or the excess, as applicable. Any rejected Goods shall be returnable at the Supplier's risk and expense.

**6.5.** The Supplier shall not deliver the Goods in instalments without the Company's prior written consent.

## **7. Packaging and Preservation**

**7.1.** All Goods supplied by the Supplier shall be packed as specified in the Purchase Order and if not specified shall be packed so as to avoid being damaged during transportation, loading and unloading.

## **8. Delays**

**8.1.** Time is of the essence in the Supplier's performance of the Contract. If it ever appears that the provision of Deliverables or the supply of Services will not be met within the time specified, the Supplier must immediately notify the Company of any anticipated delay, with complete information regarding the cause and the earliest possible delivery date.

**8.2.**If the Supplier fails to provide the Deliverables or perform the Services by the applicable delivery date set out in the Purchase Order (if any), the Company shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights: (a) to terminate the Contract with immediate effect by giving written notice to the Supplier; (b) to refuse to accept any subsequent performance of the Services and/or provision of the Deliverables which the Supplier attempts to make; (c) to recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party; (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; (e) to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet such dates.

## **9. Warranty**

**9.1.**The Supplier warrants that the Deliverables shall be free from defects in design, materials and workmanship and remain so for 12 months after delivery.

**9.2.**The Company's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

**9.3.**If any part or aspect of the Goods fail or becomes defective within 12 months from the date the Goods were delivered to the Company, the Supplier must without delay and at no cost to the Company do all things necessary to remedy the defect or failure in the Goods. This can be by way of repair, replacement, modification or other means acceptable to the Company. If the Supplier does not do so, within a reasonable period following notice of the defect from the Company, then the Company will have the right to remedy the defect and recover reasonable costs so incurred from the Supplier.

**9.4.**This clause shall survive termination or expiry of the Contract.

## **10. Liability and Indemnity**

**10.1.**The Supplier shall indemnify the Company on demand and keep the Company indemnified against all claims, demands, proceedings, costs, charges, expenses, damages and losses or any other liability (whether criminal or civil) suffered by the Company and/or its officers, employees and/or agents arising out of or in connection with: (a) any claim made against the Company for actual or alleged infringement of a third party's rights (including Intellectual Property Rights) arising out of, or in connection with, the manufacture (if applicable), supply or use of the Goods, or receipt, use or supply of the Services (excluding the Company Materials); (b) any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; (c) any claim made against the Company by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services; and/or (d) any breach by the Supplier of any of the terms of the Contract including any negligent or reckless act, omission or default in the provision of the Services and/or the supply of Goods.

**10.2.**The Company will not be liable to the Supplier for any: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss

or corruption of software, data or information; (vi) loss of or damage to goodwill; and/or (vii) any indirect or consequential loss or damage.

**10.3.**The maximum sum for which the Company may be liable to the Supplier under or in connection with the Contract is limited to the total amount of the Charges paid under the Contract.

**10.4.**Nothing in the Contract shall exclude or limit either party's liability for death, personal injury or fraud, or any other liability which cannot legally be limited or excluded.

## **11. Insurances**

**11.1.**The Supplier shall maintain in force, with a reputable insurance company, appropriate insurance policy to cover the liabilities that may arise under or in connection with the Contract and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **12. Intellectual Property**

**12.1.**Nothing in the Contract shall affect the ownership of any Intellectual Property Rights existing prior to the Commencement Date.

**12.2.**The Company retains ownership of all Intellectual Property Rights in all Company Materials.

**12.3.**The Company grants to the Supplier a non-exclusive, royalty-free, non-transferable licence to use and copy the Company Materials for the term of the Contract to the extent required for the purpose of providing the Deliverables and/or the Services to the Company.

**12.4.**The Supplier grants to the Company, or shall procure the grant to the Company of, a perpetual, royalty-free, irrevocable non-exclusive worldwide licence to use, copy and modify the Deliverables for the purpose of receiving the full benefit and using the Deliverables and/or the Services.

**12.5.**Intellectual Property Rights in the Deliverables shall vest in the Supplier, unless otherwise specified in the Purchase Order or where the Deliverables are produced for the Company as bespoke, and in each such case the Intellectual Property Rights in such Deliverables shall vest in the Company upon their creation.

## **13. Data Protection**

**13.1.**In the event the supply of Services under the Contract requires the Supplier to process any personal data as a data processor for and on behalf of the Company, the Supplier shall promptly enter into a written data processing agreement with the Company, in the form required by the Company.

## **14. Force Majeure**

**14.1.**Neither the Company nor the Supplier shall be liable to the other for default or delay in performing its obligations in respect of this Contract caused by any occurrence beyond its

reasonable control including, without limitation, fire, strike, disturbance, riot, war, act of God and government order or regulation (“Force Majeure Event”), provided that the party affected by such occurrence notifies the other party in writing within seven (7) days of the commencement of that occurrence.

**14.2.** When the affected party ceases to be affected by the Force Majeure Event it must immediately recommence performing its obligations under the Contract and notify the other party accordingly. However, if as a result of any such Force Majeure Event, supply of all or part of the Deliverables and/or the provision of the Services is delayed more than 3 days after the relevant delivery date specified in the Purchase Order the Company may, without penalty, cancel the Purchase Order to the extent affected by the Force Majeure Event.

## **15. Termination**

**15.1.** The Contract shall expire automatically on the completion of the delivery of all Deliverables and/or the completion of the Services specified in the Purchase Order, whichever is later.

**15.2.** Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier.

**15.3.** On termination or expiry of the Contract, the Supplier shall immediately deliver to the Company all Deliverables (including Goods paid for but not delivered) whether or not then complete, and return all Company Materials. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

**15.4.** Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**15.5.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **16. Confidentiality**

**16.1.** Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 1.1.

**16.2.** Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 16; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**16.3.**Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## **17. Waiver**

**17.1.**A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **18. Alterations/variatioins**

**18.1.**Alterations or variations to the Purchase Order, these Terms and Conditions or any other attached drawings or documents shall not be legally binding upon Company or Supplier unless agreed in writing by the parties.

## **19. Dispute resolution**

**19.1.**The parties shall attempt in good faith to negotiate a settlement to any dispute arising out of or in connection with this Contract. In the event a settlement cannot be reached within one month of the dispute arising (whichever is the shorter period), the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. To initiate the mediation a party must give notice in writing (“ADR notice”) to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed between the parties within 14 days of the ADR notice, the mediator will be nominated by CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice.

## **20. Rights of Third Parties**

**20.1.**The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **21. Sub-contracting and Assignment**

**21.1.**The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

## **22. Agency**

**22.1.**Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

## **23. Non-exclusivity**

**23.1.** Nothing in the Contract shall confer, or shall be deemed to confer, on the Supplier any right to be a sole or exclusive supplier of the Deliverables and/or the Services, nor any obligation on the Company to buy any minimum quantity save as expressly set out in the applicable Purchase Order.

## **24. Publicity and Transparency**

**24.1.** The Supplier shall not, without the prior written permission of the Company, advertise or disclose to any third party that it is providing the Deliverables and/or the Services to the Company.

## **25. Entire agreement**

**25.1.** The Contract constitutes the entire agreement between the parties in relation to the subject matter of the Purchase Order and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## **26. Severance**

**26.1.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

## **27. Notices**

**27.1.** Any notification by either party to the other under the Contract shall be in writing, delivered by first class post, or by email to the other party at the address shown in the Purchase Order. All notices shall be deemed duly given on the day of posting or if sent by e-mail immediately when the notice is transmitted.

## **28. Law and Jurisdiction**

This Contract shall be subject to and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

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## **Recruitment and Data**

Following enactment of the General Data Protection Regulation (GDPR), NCFE is furthering its efforts to ensure the protection and confidentiality of candidate information. The following document outlines what types of data are required, what this data is used for and how long this data is stored.

### **What we use this information for?**

The information provided as part of your application or CV is used to assess your potential suitability for a vacant role at NCFE. This information, including your contact details, will be used to progress your application through our recruitment process of shortlisting candidates and arranging interviews. This information will be accessible by the HR team and recruiting manager only.

In the event that your application is successful, we may require additional data from you in preparation for your employment start date.

In the event that your application is unsuccessful we will continue to store your data for a period of twelve months within our secure Talent Bank. If an opportunity arises which we feel may match your skillset, we will use your data to notify you. If at any time you decide that you would prefer not to be contacted in connection with opportunities please contact [talent@ncfe.org.uk](mailto:talent@ncfe.org.uk). Your data will be securely deleted from our Talent Bank after twelve months.

### **What type of information is required and why?**

The data NCFE requires for recruitment purposes includes your contact details, work history and qualifications. This information is used to assess your suitability for the role and to shortlist candidates with the most relevant skills and experience required for the vacancy.

As part of your application we may request equal opportunities information which is not shared outside the HR team and is used for equal opportunities monitoring.

We may share your data in the event that the relevant role requires fulfilment of Thomas International Testing or other ability tests as part of the assessment process. If your data is shared for this purpose it will be stored within a secure UK portal and retained for a period 12 months.

### **If you're offered a role with us:**

If you are successful and offered a job role you will be required to provide information in regard to proof of identity to fulfil Right to Work checks and, where applicable, Disclosure and Barring Service (DBS) checks. This will include the presentation of original documents such as your passport, driving license, birth certificate and proof of National Insurance, dependent upon the check required for the role. This data will be stored on a secure UK portal, access to which is limited to the HR team.

You will be required to complete a New Starter Form prior to taking up your role. This will involve the disclosure of data including bank and emergency contact details. This data is used for the purposes of payment of salary and to ensure we know who to contact in the event of an emergency. The information provided will also be stored securely with access limited to the HR team.

If your role requires a DBS check you will be notified how to complete this check as part of your pre-employment checks. We will be required to share your name, date of birth and email address with Atlantic Data solely for the purposes of setting up your online check.

If at any point of the recruitment process you have any queries about how your data is being used or stored please contact [talent@ncfe.org.uk](mailto:talent@ncfe.org.uk).