

TERMS AND CONDITIONS

1 ABOUT OUR RESULTS CERTIFICATION AND CONFIRMATION SERVICE TERMS AND CONDITIONS

- 1.1 These Results Certification and Confirmation Service Terms and Conditions set out the terms and conditions for which Pearson ("we", "our", "us") processes requests from our learners or agents acting on their behalf ("you", "your") for the following services ("the Services"):
- A replacement certificate, certifying statement of results or letter of confirmation
 - A bespoke letter confirming equivalence of a qualification at the time it was studied (statement of equivalence).
- 1.2 By completing the Application Form, you agree for these Terms and Conditions to govern any provision of Services from Pearson to you.

2 CHARGES FOR THE SERVICES

- 2.1 We will charge you for the provision of Services in accordance with the Charges published on our website, and displayed to you on the order page. The cost of postage is included, however there will be an additional fee if you decide to opt for courier delivery.
- 2.2 Payment for the Services can be done through a valid debit or credit card using an online payment application which is linked to our website ("Payment Module"). Placing your order through the website will take you to the Payment Module, which is run by Global Payments Inc. and is subject to the terms and conditions between yourself and Global Payments Inc. as set out in the Payment Module.
- 2.3 If you do not have a credit card or do not wish to use the Payment Module for any other reason, please contact Pearson to arrange alternative payment methods. You should be aware that this may result in your application taking longer to process and additional processing charges may apply.

3 TIMEFRAMES FOR THE SERVICES

- 3.1 We aim to start the provision of the Services immediately upon confirming acceptance of your order, and to fulfil your request within the timeframe published on our website. These are:
- Replacement Certificate Standard Service – 20 working days
 - Replacement Certificate Priority Service – 5 working days
 - Statement of Equivalence– 30 working days
- 3.2 However, you should note that the published timeframes is an estimate only, and there may be certain busy periods in the year when it may take longer. In the event that your application will take longer to process, we will contact you and inform you of the reason for the delay.
- 3.3 Pearson reserves the right to suspend the priority service (without any prior notice) during peak periods.

4 RESULTS

- 4.1 If Pearson locates records which confirm the award of a Pearson Qualification to you in the past, it will (depending on the type of Qualification) either issue you with a replacement certificate, a statement of results or a letter of confirmation (all of which are referred to as "Results"). The format of the Results is set out below:

| Qualification | Type of result statement issued |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| GCSE, Edexcel Certificates and International GCSE | Certifying statement of results |
| GCE AS and A Level | Certifying statement of results |
| International AS and A level | Certifying statement of results |
| AiDA, CiDA, CiDA+ and DiDA | Certifying statement of results |
| Functional Skills | Certifying statement of results |
| Edexcel Awards | Certifying statement of results |
| GCE O level | Certifying statement of results |
| CSE, CEE and Joint CSE/CEE | Certifying statement of results |
| EDI qualifications | Can vary according to year of qualification |
| BTEC Level 2 First Award, Certificate, Extended Certificate and Diploma | Replacement Certificate / Notification of Performance |
| BTEC Level 3 National Certificate, Subsidiary Diploma, 90-credit Diploma, Diploma and Extended Diploma | Replacement Certificate / Notification of Performance |
| BTEC Level 4/5 Higher National Certificate (HNC) | Replacement Certificate / Notification of Performance |
| BTEC Level 5 Higher National Diploma (HND) | Replacement Certificate / Notification of Performance |
| BTEC Specialist, Professional and Short Course (including BTEC Security and IHCD) | Replacement Certificate / Notification of Performance |
| NVQ | Replacement Certificate / Certificate of Unit Credit |
| GNVQ | Replacement Certificate / Certificate of Unit Credit |
| Advanced GNVQ and AVCE (Advanced Vocational Certificate of Education) | Certifying statement of results |
| Ordinary National Certificate and Diploma (ONC and OND) | Letter of Confirmation |
| Key Skills and Core Skills | Replacement Certificate |
| Adult Literacy and Numeracy (ALAN) | Replacement Certificate |
| ESOL | Replacement Certificate / Notification of Performance |
| Other | Certifying statement of results |

5 CANCELLATION OF SERVICES OR REFUND OF CHARGES

- 5.1 If you are applying for one of our Services for yourself, then you may be entitled to a refund of some of the Charges if Pearson doesn't hold your results, or a full refund of the Charges if we made an error in providing Services to you.
- 5.2 You can cancel your request for Services to receive a full refund if we haven't begun processing your application. Once we've begun processing your application, you will only be entitled to a partial refund if you decide you no longer require the Service.
- 5.3 All Results are provided on an "as is" basis, and no refund is possible if the Results are not suitable (in format or content) for your purposes.
- 5.4 If you are applying as third party (with the appropriate consent) in respect any candidate's Results, then Refunds of Charges shall only be made if we make an error when providing the Services to you.

6 LIABILITY

- 6.1 We exclude all liability to you – except for liability which cannot be excluded by law - for any costs, expenses, losses and damages suffered or incurred by you in connection with the Services, whether that liability arises in contract, tort (including by our negligence) or under statute. Without limitation,

we will not, in any circumstance, be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

6.2 In the event that we are found liable for any costs, loss or damages that you have incurred, any such liability shall be limited to the total amount of Charges paid by you to us.

6.3 We are not responsible or liable in any way for any loss or damage suffered by you due to:

6.3.1 any action or omission of Global Payments Inc. (through its Payment Module);

6.3.2 any delay or failure to deliver by a postal or courier service.

You should contact the relevant company if you have any question or complaints about their service.

7 DATA PROTECTION AND PRIVACY

7.1 We may need to collect and hold your personal information in order to provide the Services to you. This information will be held in accordance with the Data Protection Act 1998, and will not be stored for any longer than reasonably necessary. Any information supplied for the Services shall only be used for that purpose, and will not be provided to any third party without your explicit consent. If you have any questions or queries about your personal data, you should contact the Data Protection Office at Pearson, 80 Strand, London, WC2R 0RL.

8 CHANGES TO TERMS AND CONDITIONS

8.1 We may change these Terms and Conditions at any time without notice to you. Those changes will apply to the provision of Services after the date the change becomes effective.

9 GENERAL

9.1 These Terms and Conditions are governed by the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts of England.

9.2 If any provision of this Agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision shall be divisible from this Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected.

9.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.