

## Visit Organiser terms and conditions

### 1. Agreement

This contract constitutes a binding agreement between The Associated Board of the Royal Schools of Music (ABRSM) and the Visit Organiser.

It is conditional on ABRSM granting approval to the Visit Organiser to host a Private Visit.

ABRSM has the right to refuse approval to the Visit Organiser without giving reasons for their decision. The Visit Organiser has no right to appeal against approval decisions.

In consideration of the approval by ABRSM to host a Private Visit, the Visit Organiser agrees to be bound by the following terms and conditions:

### 2. Definitions

Unless otherwise defined, the terms used in this document are as defined in the ABRSM Exam Regulations.

<b>Approval criteria</b>	The criteria outlining the requirements for Private Visits, found in the Exam Regulations
<b>Exam Regulations</b>	The Exam Regulations describe the terms and conditions all applicants and candidates must follow in relation to ABRSM exams
<b>Private Visit</b>	Where a venue is provided and overseen by an applicant for the purposes of holding ABRSM exams
<b>Venue</b>	The location where the exams take place
<b>Visit Organiser</b>	The applicant who has been approved by ABRSM to host the Private Visit, and who is responsible for all matters relating to the successful running of exams at their venue

### 3. Visit Organiser obligations

The Visit Organiser will cooperate with ABRSM at all times and will:

- 3.1 Notify ABRSM promptly of any changes which affect the terms of this agreement.
- 3.2 Notify ABRSM if it has ceased, or is at risk of ceasing, to meet ABRSM's Approval Criteria.
- 3.3 Notify ABRSM of any issues which have the potential to cause an adverse effect on any candidate.
- 3.4 Accept that requests for Private Visits will only be processed by ABRSM if entries meet the criteria set out in the Exam Regulations [www.abrsm.org/examregulations](http://www.abrsm.org/examregulations).

3.5 Avoid any activity which will bring ABRSM into disrepute.

3.6 Only engage individuals to assist in the delivery of ABRSM exams who have not previously been subject to sanctions by ABRSM, or any other awarding organisation, unless ABRSM agrees otherwise.

3.7 Take all reasonable steps to make sure that ABRSM can meet its conditions of recognition as laid down by its regulators Ofqual, Qualifications Wales, CCEA, and as amended from time to time. You can find this at:

- [www.gov.uk/ofqual](http://www.gov.uk/ofqual)
- [www.qualificationswales.org](http://www.qualificationswales.org)
- [www.ccea.org.uk](http://www.ccea.org.uk)

3.8 Deliver exams in line with ABRSM policies and procedures, including (but not limited to) the Exam Regulations, Stewarding Instructions, Invigilator Instructions, Access Arrangements and Reasonable Adjustments Policy, and the Malpractice and Maladministration Policy.

3.9 Take appropriate safeguarding steps and make arrangements so that the health and well-being of all candidates is not put at risk.

3.10 Deliver ABRSM exams in accordance with the law.

3.11 Indemnify ABRSM for all direct loss, damage, costs and expenses (including legal fees) caused by any breach of these terms.

3.12 Promptly provide all relevant records, information or documents associated with the delivery/review of qualifications, allow ABRSM and/or the relevant regulator or other officials access to materials, records, premises and candidates, and otherwise fully support ABRSM's monitoring obligations. This can involve unannounced visits, or visits at short notice.

3.13 Respond to complaints about the Visit Organiser or the Venue within five working days of receiving a complaint.

3.14 Send to ABRSM a report of all complaints which have not been resolved within 28 days of receipt and cooperate with ABRSM over actions to resolve the issue.

3.15 Immediately forward any:

3.15.1 complaints relating to the examiner, or ABRSM's processes or products;

3.15.2 conflict of interest declarations;

3.15.3 malpractice allegations;

3.15.4 appeals against results, malpractice decisions or decisions regarding special consideration or reasonable adjustments, and

3.15.5 safeguarding concerns by contacting ABRSM's Designated Safeguarding Person

3.16 At their own discretion, allow candidates entered by other applicants to be examined during their Private Visit and be the point of contact for such applicants or candidates. The Visit Organiser is responsible for making and communicating any changes to the timetable, which must be within the timeframe set by ABRSM are communicated to the examiner in good time before the exams begin.

3.17 Book an appropriate exam venue which meets the requirements set out in the Exam Regulations ([www.abrsm.org/examregulations](http://www.abrsm.org/examregulations)).

3.18 Have adequate insurance, such as public liability insurance, in place.

3.19 Provide ABRSM with contact details for the venue, including the name and contact information of the venue manager.

3.20 Only deliver exams at the address registered with ABRSM, unless ABRSM has provided prior written permission to use an alternative site.

3.21 Recruit and train stewards and invigilators in line with the requirements set out in ABRSM's policies and procedures.

3.22 Make sure sufficient resources are available for the delivery of ABRSM exams in accordance with the Stewarding Instructions and Invigilator Instructions, as appropriate.

3.23 Make sure that the roles, responsibilities, authorities and accountabilities of stewards and invigilators are clearly defined, allocated and understood.

3.24 Only allow access to ABRSM booking systems to authorised individuals

3.25 Record conflicts of interest in the delivery of ABRSM exams, and where necessary, take steps to mitigate them.

## **4. Payments**

Visit Organisers will comply with ABRSM's payment terms

## **5. Term and termination**

5.1 This agreement is effective from the date of acceptance and continue indefinitely until termination.

5.2 ABRSM or the Visit Organiser may terminate this agreement at any time on at least 12 weeks' notice, unless both parties agree to an earlier date. The Visit Organiser must deliver Private Visits that are confirmed within the notice period. Notice of termination must be in writing, which includes email, addressed as directed by the other party. The ABRSM addressee for notice under this clause is the Head of Global Operations at ABRSM.

5.3 ABRSM may terminate this agreement and stipulate a notice period if the Visit Organiser

5.3.1 breaches any terms, or

5.3.2 if continued approval would potentially damage ABRSM's reputation; or

5.3.3 if continued approval would have an adverse effect on candidates.

5.4 ABRSM and the Visit Organiser will take all reasonable steps to protect the interests of candidates taking exams within the notice period.

5.5 Where the Visit Organiser has not complied with this agreement, including any specific terms of approval, policies or procedures, or in cases of malpractice or other significant failure, ABRSM reserves the right to sanction appropriately, which may include:

5.5.1 refusing to accept exam entries from an applicant in cases where malpractice has been proven.

5.5.2 withdrawing approval to deliver Private Visits.

5.5.3 refusing to issue, or to withdraw, certificates.

5.5.4 debarring a steward, invigilator or applicant from involvement in the delivery of certain qualifications for a specified period of time.

5.5.5 debarring a candidate from taking ABRSM qualifications for a specified period of time.

## 6. Dispute resolution

6.1 If any dispute arises in connection with the agreement (other than in respect of a decision by ABRSM to withdraw approval), the parties' respective representatives shall meet together as soon as reasonably possible, and in any event within two months of the dispute first being notified, and seek to resolve the dispute and agree any necessary action. If the dispute cannot be settled, the dispute shall be referred to mediation before a mutually agreed mediator, or, if such mediator cannot be agreed, by a mediator appointed by the Centre for Effective Dispute Resolution (CEDR).

## 7. General provisions

7.1 This agreement and all aspects of the relationship between the Visit Organiser and ABRSM are governed by, and shall be construed, in accordance with English law and under the exclusive jurisdiction of the English courts for all purposes relating to and in connection with the agreement or its subject matter.

7.2 In the event that any provision of the agreement is, becomes, or is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, this shall not affect or impair the legality, validity or enforceability of the remaining provisions of the agreement.

7.3 This agreement may not be transferred, sold or otherwise assigned to any third party, without prior written permission from ABRSM.

7.4 ABRSM's total liability in respect of any loss or damage arising out of or in connection with the agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way to the extent permitted by law, shall not exceed the amount of the exam fees actually paid to ABRSM by the Visit Organiser in relation to their candidates.

7.5 ABRSM will not be liable for any loss of profits, business or opportunity, goodwill or reputation, or any indirect or consequential loss or damage suffered or incurred by the Visit Organiser or any third party, arising out of or in connection with the agreement.

7.6 This agreement - together with any policies and procedures referred to here - constitutes the entire agreement and understanding between the parties. It includes terms specified in the grant of approval as a Visit Organiser by ABRSM, and it supersedes all previous agreements between the parties relating to its subject matter. The Visit Organiser shall have no right or remedy in respect of any assurance, statement, warranty or representation made (whether innocently or negligently) of any person, including an ABRSM regional representative.

7.7 ABRSM reserves the right to vary these terms and conditions from time to time and will communicate variations to the terms electronically. The most up-to-date version of the terms and conditions will be published at [www.abrsm.org](http://www.abrsm.org).

7.8 Where events beyond the control of ABRSM, such as (but not limited to) the imposition of sanctions on any country, individual or organisation by the government of any country or body, or conflict, acts or threats of terror in the country of qualification delivery, prevent ABRSM from being able to maintain the Visit Organiser's approval or force ABRSM to suspend approval for an indefinite period, ABRSM shall in no way be liable to the Visit Organiser for interruption to, cessation or loss of the Visit Organiser's business. The Visit Organiser might need to re-apply for approval at a later date, and ABRSM does not guarantee nor accept any liability in relation to the outcome.

7.9 The Visit Organiser shall not in any manner directly or indirectly divulge, publish, copy, photograph, display, present or otherwise disclose to any other person or organisation any information relating to ABRSM, its customers, affairs or business without prior agreement in writing from ABRSM.

## **8. Data protection**

8.1 ABRSM may provide the Visit Organiser with personal data for the sole purpose of administering exams. The Visit Organiser will:

8.1.1 process the personal data in accordance with current data protection legislation.

8.1.2 only process personal data on behalf of ABRSM for the specified purpose.

8.1.3 take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data.

8.1.4 not transfer the personal data outside the European Economic Area without the prior written consent of ABRSM, unless required to do so by law in which case it shall first inform ABRSM of the legal requirement (unless prohibited to do so by law).

8.1.5 immediately notify ABRSM and provide ABRSM with full co-operation if it receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data or to either party's compliance with the data protection legislation.

8.1.6 notify ABRSM immediately in the event of any potential or actual personal data breach

8.1.7 in the event of a data breach, cooperate with ABRSM to investigate and remediate the breach, cooperate with any supervisory authorities and law enforcement, and assist with any notifications as required.

8.1.8 restore at its own expense, ABRSM personal data that it loses, destroys, damages, corrupts or makes unusable

8.1.9 provide ABRSM with reasonable assistance in carrying out data protection impact assessments.

8.1.10 Make sure that access to the personal data is limited to those employees or authorised third parties who need access to the personal data to meet its obligations under these terms, and that all persons authorised to process the personal data are under an obligation of confidentiality.

8.1.11 take reasonable steps to ensure the reliability of its employees who have access to the personal data.

8.1.12 notify ABRSM within two working days if it receives a request from a data subject to enforce any of the data subject's rights under data protection legislation.

8.1.13 provide ABRSM with full co-operation and assistance in relation to any request made by a data subject to enforce any of the data subject's rights under data protection legislation.

8.1.14 not disclose the personal data to any data subject or to a third party other than at the request of ABRSM.

8.1.15 only authorise a third party ('sub-contractor') to process the personal data subject to ABRSM's prior written consent where it has supplied ABRSM with full details of such sub-contractor, and provided that the sub-contractor's contract is on terms which are substantially the same as those set out in this clause.

8.1.16 remain fully liable for any sub-contractors it appoints under clause 8.1.15.

8.1.17 permit ABRSM or its duly authorised representatives to inspect and audit data processing activities.

8.1.18 comply with all ABRSM's reasonable requests to enable the verification that it is in full compliance with its obligations under this clause.

8.1.19 At the request of ABRSM, immediately

a) Stop processing all or any personal data processed on behalf of ABRSM.

b) Correct any personal data processed on behalf of ABRSM.

c) Confirm any disclosures made in relation to personal data processed on behalf of ABRSM and provide copies.

d) Assist ABRSM in responding to any enquiry by the Information Commissioner's Office.

8.2 In the event of termination of the Agreement, howsoever caused, the Visit Organiser shall:

8.2.1 immediately cease processing personal data on behalf of ABRSM.

8.2.2 at no cost to ABRSM and at ABRSM's request, promptly destroy or return all copies of the personal data and certify to ABRSM that it has done so, unless the Visit Organiser is prevented by law or any regulatory authority from destroying or returning all or part of such data, in which case the Visit Organiser shall keep such data confidential and shall not process it further.