

Enquiries about results – terms and conditions

Introduction

These are the terms and conditions (**Terms**) of supply that apply to a clerical review, a results review, or an academic appeal (each a **Service** and collectively, the **Services**).

The Services are offered by Trinity College London (**Trinity, we, us and our**) and offered through www.trinitycollege.com (**Site**).

You should print a copy of these Terms for future reference. Use of the Site itself is subject to our website [Terms of Use](#).

We reserve the right to change these Terms from time to time by changing them on the Site, although no such change will affect any Service you have already requested.

The Services

The available Services are:

- Clerical Check – information about a Clerical Check can be [found here](#)
- Results Review – information about a Results Review can be [found here](#)
- Academic Appeal – information about an Academic Appeal can be [found here](#)

Requesting a Service

In order to request a Service you must first complete the relevant application form on the Site which will require you to follow the prompts that will appear on-screen.

You must ensure that any details you provide are accurate. To request a Service, you must provide us with accurate contact information, including your name, postal address, telephone number and email address.

If you are a Registered Exam Centre with Trinity and making the request for a Service on behalf of a candidate you warrant that you have the candidate's consent to request the Service and supply the candidate's personal information to Trinity.

Regardless of whether you request the Service or the Service is requested on your behalf by a third party, you are responsible for the information provided to us for your request and for ensuring that the details provided to us are correct and complete, and for informing us of any changes to the information provided.

Please note that the information provided about your identity in your application form must match the identity information you have previously provided to us.

The contract (**Service Contract**) is made between the person or entity that requests the Service (**you or your**) and us (collectively, the parties). If you are a minor the Service Contract is made between your parent or legal guardian acting on your behalf and us. By requesting any of the Services, you agree to be bound by these Terms.

You will receive an e-mail from us acknowledging receipt of your application form within 3 working days of receipt.

Trinity's aim is to resolve all matters within the published timeframes. However, if Trinity requires more time to provide the Service, for example, to allow time for consultation with third parties, Trinity will advise you of the expected timeline.

Trinity's aim is to deal with applicants fairly and impartially. However, abusive, offensive, threatening or vexatious behaviour will not be tolerated and Trinity may cease communications on this basis.

Costs and payment of a Service

Each Service is subject to a fee (**Fee**), the prices of which are specified on the Site. The Fee may be amended from time to time.

The Fee must be paid in full via PayPal Payment or bank transfer will be taken in GB pounds (£) and, if applicable, your card will be charged according to the exchange rate at that time.

Consumer rights in relation to a request for Services

You have a statutory right to cancel a Service Contract within a period of 14 days after the day on which the Contract is entered into (**Cooling-Off Period**) without giving any reason subject to our right to retain a reasonable portion of the Fee to reflect the work undertaken by us up to the point of cancellation (please see our refunds policy below).

To cancel a Service Contract, you must clearly inform us, preferably:

- in writing, giving us your name, address and order reference; or
- by completing our [cancellation form](#) which is available on the Site and returning it to the address specified in that form.

Nothing in this section affects your legal rights.

Trinity aims to provide the Service within 45 working days. By requesting a Service you expressly request that we begin the supply of Services before the end of the Cooling-Off Period.

Refund policy if you cancel a Service Contract

If you cancel your request for a Service within the Cooling-Off Period, we will reimburse the Fee received from you:

We will process a refund as soon as possible and, in any case, not later than 14 days after the day on which we were informed about your decision to cancel the Contract.

We will refund any money received from you using the same method originally used by you to pay for your purchase, unless agreed otherwise.

Refunds if your clerical check, results review, remark or academic appeal is upheld

If marks are adjusted upwards such that a higher pass band is awarded, or if a free re-sit is offered, we will refund all Fees paid using the same method originally used by you to pay for the Service.

If we are unable to retrieve the recording or written paper, we will be unable to proceed with a result review/remark. In such circumstances, we will offer a free re-sit for the same grade of exam and refund the review/appeal/remark fee.

Candidates who choose to re-enter for an exam before hearing the outcome of a review, remark or appeal will not be eligible to have the exam fee refunded if the result is upheld. They will receive the review, remark or appeal fee but not the exam fee.

Our liability in relation to Services

Nothing in these Terms shall limit or exclude our liability to you:

- for death or personal injury caused by our negligence;
- for fraudulent misrepresentation;
- under Part I of the Consumer Protection Act 1987; or
- for any other liability that may not, under English law, be limited or excluded.

Subject to this any liability we do have for losses you suffer arising from any Service Contract shall not exceed the Fee of the relevant Service and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your application form for a Service is accepted by us.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any Service Contract that is caused by events outside our reasonable control.

Personal information

When you request a Service you will need to provide us with certain personal information to enable us to process your application.

If a third party requests a Service on your behalf we will assume that you have given your consent to that third party to process your personal data unless you advise us to the contrary.

Our [Privacy Policy](#) sets out how we use any personal information you give us.

Compliance with Trinity's policies and procedures

You acknowledge and agree that the Service that you have requested will be delivered in accordance with Trinity's published policies and procedures, as amended from time to time, including without limitation that:

- Trinity may share your information with an external arbiter; and
- the recordings of exam sessions, scripts and written papers are confidential to Trinity and will not be released to candidates under any circumstances.

The outcome of an Academic Appeal is final and Trinity will not enter into further correspondence once this has been communicated to you.

General

You may not transfer or assign any or all of your rights or obligations under any Service Contract.

All notices given by you to us must be given in writing to the address set out at the end of these Terms. We may give notice to you at either the email or postal address you provide to us when submitting an application form.

If we fail to enforce any of our rights, that does not result in a waiver of that right.

If any provision of these Terms is found to be unenforceable, all other provisions shall remain unaffected.

These Terms may not be varied except with our express written consent.

These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Service Contract.

These Terms shall be governed by English law. You acknowledge and agree that the place of any service provided by us as a result of entering into a Service Contract under these Terms is the United Kingdom. You further agree that any dispute between you and us regarding

them or any Service Contract will only be dealt with by the English courts, provided that, if you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there.

About us

We are a private company limited by guarantee registered in England and Wales (registered number 02683033) whose registered office is at the Blue Fin Building, 110 Southwark Street, London SE1 0TA, United Kingdom. We are also a registered charity in England and Wales under number 1014792. Our UK VAT registration number is 680767793.

Contact us

www.trinitycollege.com/contact

These Terms were last updated on 01/11/2018