



# **UK ASBESTOS TRAINING ASSOCIATION**

## **TERMS AND CONDITIONS**

### **TUTOR REGISTRATION SYSTEM**

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**TUTOR REGISTRATION SYSTEM**  
**TERMS AND CONDITIONS**

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## DEFINITIONS

In these terms and conditions, unless the context otherwise requires:

**CPD** means Continued Professional Development for all registered Tutors;

**Member** means an organisation, company, individual who has satisfied the criteria of membership;

**Rules** means these Rules of the Membership which govern membership;

**Site** means the website, [www.accounts.ukata.org.uk](http://www.accounts.ukata.org.uk);

**Terms** means the Terms and Conditions;

**Terms and Conditions** mean the Terms and Conditions that detail the rules that apply to the access and use of the Tutor Registration System;

**Tutor** means an individual engaged or employed by a Member to deliver Approved Training;

**Tutor Knowledge Test** means an exam required to be undertaken and successfully passed by all registered Tutors at the relevant category of training they will deliver on behalf of the Member;

**Tutor Registration System** means the online software owned by UKATA which Members must use to register Tutors and undertake the Tutor Knowledge Test and maintain CPD.

**UKATA** means UK Asbestos Training Association Limited;

## **INTRODUCTION**

1. This is a contract with the UK Asbestos Training Association Ltd, whose registered office is at Markham Vale Environment Centre, Markham Lane, Markham Vale, Chesterfield, Derbyshire, S44 5HY, henceforth referred to as "UKATA".
2. Please carefully read the following Terms before accessing the Tutor Registration System Site. By accessing the Site (which includes, visiting, registering, or accessing the Tutor Knowledge Test and CPD programme) you accept and agree to the covenants and conditions imposed in this agreement. If you do not agree to these Terms, you may not access the Site.
3. By using this service, you agree that you have read, understood and agree to these Terms. You also agree to review this agreement periodically to be aware of modifications to the agreement, which UKATA may make at any time. Your continued use of this Site will be deemed your conclusive acceptance of any modified agreement.

## **GENERAL**

4. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.
5. All rights not expressly granted herein are reserved.
6. UKATA reserves the right to change the content used at any time.
7. "UKATA" and any displayed logos are trademarks of UKATA. All other trademarks, service marks and trade names in this material are the marks of the respective owners and any unauthorised use is prohibited.
8. If you do not agree with these Terms and Conditions you must cease using the Tutor Registration System immediately and notify UKATA of your intent not to continue.

## **FINANCIAL**

9. UKATA quotes prices and issues invoices in UK pounds (GBP) only. The Member must pay in the currency shown on the invoice.
10. UKATA reserve the right to review the pricing and take appropriate action when changes to the system or exam specification occur beyond our control.
11. Tutors who fail to complete the Tutor Knowledge Test will not be eligible for a refund.

## **TUTOR REGISTRATION SYSTEM MATERIALS**

12. All material relating to the Tutor Registration System is the property of UKATA.

13. This training material has been prepared, maintained, updated and distributed by UKATA.
14. The registered user shall not copy, share, modify, transmit, distribute, or in any way, exploit the copyrighted materials provided by UKATA other than for their own individual training. Use for any other purpose is expressly prohibited by law and any violators will be prosecuted.
15. The registered user shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the copyrighted materials.
16. The materials made available by UKATA are provided "as-is" without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for purpose, title or non-infringement.
17. UKATA does not warrant that the materials will be error free including technical inaccuracies, nor free of viruses, or other harmful matter. The entire cost of any necessary service, repair, or correction, is the registered user's responsibility.
18. UKATA may make improvements, or changes, to this material at any time without prior notification.

## **ACCESS TO THE TUTOR REGISTRATION SYSTEM**

19. UKATA strives to provide the Tutor Registration System to its registered users on a continuous basis. To that end, UKATA will take all commercially reasonable efforts to provide uninterrupted access of the Tutor Registration System to its registered users. However, from time to time, registered users may be unable to access the Tutor Registration System due to conditions beyond UKATA's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law. Also, from time to time, access may be unavailable due to software issues, server downtime, increased internet traffic or downtime, programming errors, regular maintenance of the system and other related reasons. In response to any unavailability of the Tutor Registration System to its registered users, UKATA shall take all commercially reasonable steps to ensure access is restored within a reasonable period of time. The term "commercially reasonable," as used in these terms, shall mean reasonable efforts taken in good faith without an unduly or burdensome use or expenditure of time, resources, personnel or money.
20. UKATA endeavours to provide the highest quality Tutor Registration System to its registered users. To that end, UKATA reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this site in whole or in part, including, without limitation, the content, availability, access and/or the terms of this site. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on this site.

21. Registered users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and internet service necessary for use of the site.

### **SPECIFIC TERMS AND CONDITIONS**

22. UKATA will only issue a UKATA certificate of knowledge on behalf of a Tutor who has satisfactorily completed a Tutor Knowledge Test with a pass mark of 80% or more.
23. The certification will only be valid for a period of up to three years.

### **CANCELLATION POLICY**

24. All cancellations must be received in writing.
25. If a Tutor cannot access the Tutor Registration System online via [www.accounts.ukata.org.uk](http://www.accounts.ukata.org.uk) because they fail to meet the required system requirements given on the website, then UKATA will not take responsibility or give a refund to the Member.