



ABE Private Learner Terms & Conditions

1. Introduction

1.1 The following Terms & Conditions have been created to allow individual learners ('Private Learners') to enter for ABE assessments who otherwise would not be able to do so through an ABE registered centre during the current Covid-19 pandemic. They also apply to new home study learners wishing to register with ABE prior to submitting assessments.

1.2 These Terms & Conditions apply to any bookings an individual Private Learner makes with ABE Global Ltd. Individual Private Learners agree that these Terms & Conditions shall apply in full to the delivery of assessment services offered by ABE and they form the basis of any contract for services entered into between ABE and a Private Learner.

2. Our Contract with You

2.1 These Terms & Conditions regulate the business relationship between you and us. When you buy services from us, you agree to be bound by them.

2.2 No person under the age of 18 shall buy services from ABE. If you are under 18, please ask an adult for help with your purchase.

2.3 ABE may change these Terms & Conditions from time to time. The Terms & Conditions that apply to you will be those that are posted on the ABE website.

2.4 Private learners agree that they have provided, and will continue to provide accurate, up to date, and complete information about themselves. ABE requires this information to fulfil the services within the contract.

2.5 ABE will treat as void any assessments which they have reason to believe have been submitted by individuals other than the learner who is officially registered for a qualification.

2.6 Private learners take responsibility for the Assignment and OBE submissions which they submit to ABE for assessment using their learner number.

2.7 Private learners represent that any email address selected by them, when used alone, or in combination with a second or third level domain name, does not interfere with the rights of any third parties and has not been selected by the Private learner for any unlawful purpose.

2.8 The Private learner acknowledges and agrees that ABE shall not be liable to the Private learner in the event that ABE is ordered or required by a court or judicial authority to desist from using or permitting the use of a particular domain name as part of an email address.

2.9 Nothing in these Terms & Conditions or on our website shall confer an any third party any benefit under the provisions of the Contracts (Right of Third Parties) Act 1999.

3. Governing Law and Jurisdiction

3.1 These Terms & Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to English law.

3.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms & Conditions or their subject matter or formation (including non-contractual disputes or claims).

4. Fees and Charges

4.1 All fees for services must be paid in full by the Private Learner before unit submissions can be accepted by ABE for assessment (for fee types, please see the Appendix below). No payments due to ABE Global Ltd will be deemed to be made until ABE have received cleared funds.

4.2 All payments due to ABE Global shall be made without any deduction whether by way of off-set, counterclaim, discount, abatement, bank charges or otherwise.

4.3 ABE accepts payment by credit or debit card, BACs payment or through our Convera Account.

4.4 All payments must for the appropriate sterling amount quoted in the fees document.

5. Cancellations

5.1 No refunds can be given for any cancellations made by a Private Learner. All fees will be forfeited.

5.2 Any Private Learner who is unable, for reasons of sickness or other unforeseen circumstance, to complete and submit an assessment on time can make an application for a Special Consideration under the ABE Reasonable Adjustment and Special Considerations Policy.

6. Transfers

6.1 Private Learners may transfer a booking from one assessment period to the next available assessment date, so long as this is done within the designated time period. Any transfers undertaken after the cut-off point will incur an additional fee.

6.2 Transfers of assessment dates can only be made once. If a Private Learner wishes to postpone twice, the original submission fee will be cancelled, and a second submission fee will have to be made in full.

7. Certificates

7.1 Certificates and unit transcripts will be issued on completion of the qualification with the name supplied on the application form.

7.2 Certificates will not be issued until all fees are paid in full.

7.3 All certificates are sent recorded delivery from the UK (unless expressly stated otherwise by the Private Learner) and a signature will be required. ABE Global will use the address under which the Private Learner has registered.

7.4 Replacement certificates can be provided by ABE for a charge applicable on the date of ordering.

8. Responsibility and Liability

8.1 ABE Global Ltd does not guarantee that a Private Learner will pass the assessment of any unit submissions made by that Private Learner.

8.2 ABE Global's entire liability to any Private Learner under or in connection with these Terms & Conditions shall not exceed the amount equal to the fees paid by them.

9. Data Protection

9.1 It is the policy of ABE Global Ltd to respect the privacy of its learners and will conform to current data protection legislation, including the General Data Protection Regulations (GDPR 2018) and the Data Protection Act (2018).

9.2 By registering as a Private Learner with ABE, you acknowledge and consent that ABE Global Ltd may store and process your personal information (for example, your name, address, telephone number, email address and any disclosed learning needs or medical condition under a Reasonable Adjustment or Special Consideration application) in accordance with any relevant data protection legislation and that we may use the information for the purposes outlined in these Terms & Conditions. ABE Global Ltd maintains databases of our registered learners both manually and electronically. We use this information from time to time for mailing information about the services which we offer. All data is handled according to the principles laid down in GDPR and the Data Protection Act. ABE Global warrants that it does not sell, or otherwise make available, any sensitive learner data to third parties. ABE Global Ltd uses designated third parties for the processing of anonymised unit and/or qualification achievement data. All third-party cloud data storage used by ABE Global Ltd adheres to prevailing EU law. If, at any time, a learner does not wish ABE Global Ltd to retain this information, you should contact ABE immediately.

10. Private Learner Responsibilities

10.1 Private Learners are responsible for keeping their contact details up to date. Private Learners must contact ABE Global Ltd immediately to update their contact details in the event that these change. ABE Global Ltd will not be liable for any errors due to incorrect information supplied by a Private Learner.

10.2 ABE Global Ltd can offer support to Private Learners with individual learning needs and/or disabilities. Each Private Learner is responsible for informing ABE that they need to make an application for a Reasonable Adjustment or a Special Consideration in relation to an assessment. Applications for Reasonable Adjustments must be made well in advance of the submission deadline for an assessment type.

11. General

11.1 Any notice required under these Terms & Conditions or by statute, law or regulations shall (unless otherwise provided) be in writing and delivered in person, sent by email or registered mail to the prospective party's address as set out on the registration form, or as each party may designate from time to time by notice hereunder. Any such

notice shall be considered to have been given on the first working day of actual delivery or by sending by email or in any event within two working days after it was posted in the manner herein before provided.

11.2 References to any statute or statutory provision shall, unless the context otherwise requires, to be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

11.3 Failure or delay by ABE Global Ltd in enforcing or partially enforcing any provision of these Terms & Conditions shall not be construed as a waiver of any of its rights under these Terms & Conditions. No waiver of any of these Terms & Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.

11.4 A Private Learner shall not be able to assign or sub-licence or part with their possession of any of their rights or liabilities hereunder. ABE Global Ltd shall be free to sub-contract the performance of all or part of its obligations hereunder.

11.5 ABE Global Ltd (trading as ABE) is a company registered by guarantee (registration no. 01046719) whose headquarters are located at New Malden Business Centre, 46-50 Coombe Road, New Malden, Surrey KT2 4QF.

All Private Learners will be required to sign to say that they have read and understood these Terms & Conditions at the point of registration.

Appendix

Definitions

A Private Learner is defined as someone who enters for an ABE assessment – Assignment, Timed-Open Book Exam (OBE) or written examination – who is **either**:

- i) not registered as a learner with an ABE registered centre. You may be self-taught, have private tuition with a tutor or through a distance learning provider; **or**
- ii) registered with an ABE registered centre but who is otherwise unable to submit assessments to ABE because of the current Covid-19 pandemic.

There are no residency restrictions for private learners wishing to enter for either Assignments or Timed-OBEs: ABE will accept your entries so long as you pay the designated qualification registration fees and the unit entry fees.

There may be residency restrictions for private learners wishing to enter for ABE timed examinations at Level 4: a private learner's ability to sit a timed exam will be dependent on the availability of a local ABE centre that offers these examinations. Timed exams in some Level 4 units (part of the 120 credit Level 4 Diplomas at in each pathway – Business Management, HR, and Marketing) will be introduced from the November 2023 assessment session onwards. Please consult with the ABE head office Admissions Team (admissions@abeuk.com) regarding timed examination entries at Level 4.

In these Terms & Conditions you will find everything you need to know, including:

- How to register for assessment
- Registration and examination fees
- Closing dates
- Submitting Assignments and Timed-OBEs
- Taking written examinations

Where to Start

Begin by deciding which qualification you wish to study.

ABE offers Diploma qualifications in Business Management, Human Resources, and Marketing at Levels 4-6. There is also a Foundation Diploma in Business Management at Level 4. Private learners may also take the assessments for the range of Short Awards at Levels 2 and 3.

The list of ABE accredited qualifications can be found on the ABE website here: <https://www.abeuk.com/courses-qualifications>.

Registration and Unit Fees

Private learners who are not already registered with ABE must contact ABE Admissions at admissions@abeuk.com and provide the following information:

- Full name (as it you would want it to appear on a certificate)
- Date of birth

- Contact details – address, phone number and email address
- Scan of a valid current passport photograph or other form of photo ID

Private learners are required to pay a fee to register for a qualification. Registration fees may be found on application to admissions@abeuk.com.

On payment of the registration fee, private learners will be allocated an ABE Membership Number. This allows them access to the ABE Learner Portal. Here, learners will have access to all ABE's learner Policies as well as unit Study Guides and other information relating to the qualification on which they are registered.

Please pay due attention to the Policies which govern the conduct of ABE assessments, notably the Reasonable Adjustments and Special Considerations Policy, the Malpractice Policy and the Appeals Policy.

Learners pay submission fees prior to submitting assessments to ABE. There are three assessment periods per calendar year: March (Assignments only), June (Assignments, OBEs and written examinations) and December (Assignments, OBEs and written examinations). Unit assessment fees may also be found on the ABE Portal. Learners pay a fee per unit assessment submission.

No Assignments or OBE assessments will be accepted from a private learner until the unit submission fees have been paid. Private learners may pay by credit or debit card, by BACs transfer or by funds transfer through Convera.

How to Make Your Entry

All assessment submissions (Assignment and OBE files) are submitted electronically and sent to: assessmentsubmission@abeuk.com.

All Assignments are written to a brief which is made available to learners on the ABE Portal at least eight (8) weeks prior to the submission date. All Assignments must be submitted as PDFs with a completed cover sheet, a copy of which can be found on the Portal.

Timed-Open Book Exams are released to learners at least four weeks prior to the submission date. Private learners should use the Word template provided for each unit on the Portal. Timed-OBE assessments should also be submitted to ABE as PDFs.

In both cases please follow the file naming convention shown below:

- Unit Code
- Private learner centre code (COLP)
- Learner membership number

E.g. for the unit 4UEO – 4UEO_COLP_644664

Closing Dates and Late Entry Fees

If you make the entry before the published closing date for each session you will pay the standard unit submission fee designated for your country.

It may be possible to submit after the closing date has expired, but you will be charged a late entry fee in addition to the entry fee.

Changing Your Entry

It is possible to change your entry, although you may be charged additional fees for doing so. You can also withdraw your entry, **but you will not be entitled to a refund.**