



# XAMS TERMS AND CONDITIONS



**FutureQuals**<sup>®</sup>



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[futurequals.com](http://futurequals.com)

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## XAMS Terms and Conditions

### 1. Use of the XAMS Assessment System

- 1.1 These terms and conditions (the “Terms”) govern your use of this web site operated by Future (Awards and Qualifications (<http://pwa.futurequals.com/>)) and all services available, including but not limited to any Learners registrations, Achievement uploads and reporting (the “Services”) shall be subject to these Terms.
- 1.2 Please read these Terms carefully. If we accept your application, our agreement will be made on these Terms. By signing the User Registration Form (Appendix 1), you confirm that you have read and understood these Terms and agree to them. If you do not agree, you should not continue to use XAMS.
- 1.3 You should only access XAMS if you are an “Authorised User” meaning:
- you are an employee of a centre approved by Future (Awards and Qualifications) to offer Future (Awards and Qualifications) qualifications (an “Approved Centre”); and
  - you have permission from your Approved Centre to use XAMS for the Services for your Approved Centre and you are the employee allocated with an individual user name and password by Future (Awards and Qualifications) (see section 2)
- 1.4 Please note that these Terms apply to you as an Authorised User and to the Approved Centre of which you are an employee, and in agreeing to these by using the Services through XAMS, you acknowledge and warrant that you have authority to bind that Approved Centre.
- 1.5 Future (Awards and Qualifications) may vary these Terms from time to time at its discretion. Please note that the relationship between Future (Awards and Qualifications) and Approved Centres is subject to separate terms, including those set out in the Centre Agreement in respect of providing Future (Awards and Qualifications) qualifications. In the event of any conflict or inconsistency between these Terms and any other terms in relation to your use of the XAMS these Terms shall apply.
- 1.6 A registration from an Approved Centre shall constitute an offer to purchase Services, which Future (Awards and Qualifications) may accept or decline at its sole discretion.
- 1.7 Any reference to “Future (Awards and Qualifications)” in these Terms shall mean:
- Future (Awards and Qualifications) whose Head Office is at EMP House, Telford Way, Coalville, Leicestershire, LE67 3HE

### 2. Usernames and Passwords

- 2.1 Usernames and passwords are personal to each Authorised User and access is restricted to the named individual whose details have been registered with Future (Awards and Qualifications). Authorised Users shall not permit their username and password to be used by or disclosed to any other third party.
- 2.2 In the event that either the Authorised User or the Approved Centre has any reason to believe that the individual user name and password may have been lost, disclosed or used by a third party, Future (Awards and Qualifications) must be contacted immediately. In addition, the Approved Centre must inform Future (Awards and Qualifications) immediately if there are any changes to the

information supplied on registration or in the event that an Authorised User leaves the employment of the Approved Centre or if it is no longer appropriate for an Authorised User to have access to and use of XAMS

- 2.3 The Authorised User or the Approved Centre (as applicable) must contact Future (Awards and Qualifications) by sending an e-mail to [info@futurequals.com](mailto:info@futurequals.com) or by writing to Future (Awards and Qualifications) whose Head Office is at EMP House, Telford Way, Coalville, Leicestershire, LE67 3HE. Future (Awards and Qualifications) will revoke the permissions of the relevant Authorised User to access XAMS as soon as reasonably possible after receipt of such notification. Future (Awards and Qualifications) shall not be liable for any loss or damage suffered by the Approved Centre prior to withdrawing access following receipt of notice or as a result of any breach of the requirements by the Approved Centre or the Authorised User as set out in this section 2.
- 2.4 Subject to section 3, if Future (Awards and Qualifications) suspects that any Authorised User is misusing XAMS or an Authorised User has not accessed XAMS for a period of 12 months or more, that Authorised User's access may be suspended at any time at the sole discretion of Future (Awards and Qualifications)

### 3. Term

- 3.1 This Agreement shall take effect on the date that the Authorised User first accepts the Terms and accesses XAMS and shall continue until terminated:
- By either Future (Awards and Qualifications) or the Approved Centre giving not less than one week's notice to the other;
  - Immediately without notice if Future (Awards and Qualifications) withdraws permission for an Approved Centre to offer FutureQuals qualifications;
  - Immediately without notice by Future (Awards and Qualifications) if the Authorised User ceases to be authorised by Future (Awards and Qualifications) to use XAMS; or
  - Immediately without notice by Future (Awards and Qualifications) if the Authorised User ceases to be authorised by his or her Approved Centre to use XAMS; whichever is the earlier.
- 3.2 Future (Awards and Qualifications) may grant and withdraw the approval of a centre as an Approved Centre and the authorisation of an Authorised User at its discretion.
- 3.3 The rights and obligations of the parties in relation to the security of data shall survive termination of this Agreement.

### 4. Payment

- 4.1 The Approved Centre shall settle all invoices within 30 days of their date.
- 4.2 The Approved Centre shall make all payments in full without any set-off, deduction or counterclaim.
- 4.3 Approved Centres within the United Kingdom and Ireland only may pay through the BACS payment system to the appropriate bank account.
- 4.4 Cheques must be made out to the appropriate recipient in accordance with the invoice.

- 4.5 If the Approved Centre defaults in the punctual payment of any sum owing to Future (Awards and Qualifications), Future (Awards and Qualifications) shall be entitled reject any further registrations or certifications until payment has been received of services provided by Future (Awards and Qualifications) to the Approved Centre.

## 5. Liability

- 5.1 Future (Awards and Qualifications) shall not be under any liability for damage, loss or expense resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to Future (Awards and Qualifications) negligence or that of its employees, agents or subcontractors.
- 5.2 These Terms set out Future (Awards and Qualifications) entire liability in respect of the Products and Services. Except as provided in these Terms Future (Awards and Qualifications) shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in the Products or Services or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or failure.
- 5.3 In no event shall any breach of contract on the part of Future (Awards and Qualifications) or tort (including negligence) or failure of any kind on the part of Future (Awards and Qualifications) or that of its employees, agents or sub-contractors give rise to any liability for loss of revenue or any consequential or indirect loss or damage arising from any cause whatever.
- 5.4 Future (Awards and Qualifications) liability (if any) whether in contract, tort or otherwise in respect of any defect in the Products or Services or of any duty owed to the Approved Centre under or in connection with this agreement shall be further limited in the aggregate to the repayment of the amount paid by the Approved Centre for the Products or Services in question.
- 5.5 Without prejudice to the generality of clauses 5.1 to 5.5, Future (Awards and Qualifications) excludes all liability for any loss or damage resulting from any attempted submissions through XAMS that have not been entered and processed in accordance with the instructions in XAMS or any submissions that have been entered incorrectly. It is your responsibility, as the Authorised User at the Approved Centre, to ensure that all data transferred electronically from the Approved Centre and submitted to Future (Awards and Qualifications) via XAMS, which shall include but not be limited to details of individual Learners and the information contained therein is fully complete and accurate.

## 6. Data Protection and Security

- 6.1 The Approved Centre warrants that in its use of XAMS it shall comply at all times with all UK and any other applicable data protection legislation which, without prejudice to the generality of the foregoing, shall include the Data Protection Act 1998 (as may be amended from time to time).
- 6.2 If the Approved Centre accesses and/or uses XAMS from outside the European Economic Area, it warrants that as a minimum it complies with local law in respect of all data collection, processing and transfer and that where possible it complies with the principles of data processing in the Data Protection Act 1998 (as may be amended from time to time).
- 6.3 Without prejudice to the general obligation in clause 6.1, the Approved Centre shall ensure that notes containing any information relating to trade secrets, plans, intentions, product information, knowhow, affairs or other business of either the Authorised Centre or Future (Awards and Qualifications), howsoever communicated, that might reasonably be considered to be confidential in nature ('Confidential Information') are maintained in confidence, are not disclosed to any person except as may be authorised by Future (Awards and Qualifications) or used other than for the

proper use of XAMS. Any authorised disclosure to a third party shall be on the same terms as to confidentiality as contained in this clause 10.3 or as otherwise authorised by Future (Awards and Qualifications).

## **7. General**

- 7.1 These Terms and all contracts made under it between you and Future (Awards and Qualifications) shall be governed by and interpreted in accordance with English Law. You submit to the non-exclusive jurisdiction of the High Court of Justice in England, but Future (Awards and Qualifications) may enforce any such contract in any court of competent jurisdiction.

### **Contacting Future (Awards and Qualifications) Ltd**

If you have a Functional Skills or XAMS related query or question, you can contact us via email: [functionalskills@futurequals.com](mailto:functionalskills@futurequals.com) | Website: <https://www.futurequals.com>

Future is registered under the Data Protection act and handles all data in accordance with the required procedures of the Act.



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