

<b>Fees and Invoicing</b>	
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Policy Owner	Head of Finance and Business Improvement
Contact Email	<a href="mailto:finance@tquk.org">finance@tquk.org</a>
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Approved By	Leadership Team
Policy Relates to:	<ul style="list-style-type: none"> <li>• Awarding Organisation Products/Services</li> <li>• Functional Skills Products/Services</li> <li>• Appeals Products/Services</li> <li>• Pulse Products/Services</li> <li>• End-Point Assessment Products/Services</li> </ul>
Policy is for the use of:	<ul style="list-style-type: none"> <li>• Recognised Centres</li> <li>• EPA Customers</li> <li>• TQUK Employees</li> </ul>
Should be read in conjunction with:	<ul style="list-style-type: none"> <li>• Centre Agreement</li> <li>• EPA Agreement</li> <li>• TQUK Price Lists</li> <li>• Regulatory Body Materials</li> </ul>

**1. Introduction**

1.1 This policy is provided for customers of TQUK and sets out where to find fees and pricing for various services, as well as our invoicing arrangements.

1.2 The aim of this policy is to outline a pricing structure and associated invoicing arrangements that are:

- (a) Fair and appropriate, and provide value for money for our customers, including Centres;
- (b) Clear and transparent, with no hidden costs or details;
- (c) Easily accessible for potential purchasers;
- (d) Supportive of reasonable planning requirements of potential purchasers; and
- (e) Fit for purpose, detailed and compliant with any conditions or guidance of any Regulatory Bodies.

1.3 In respect of qualifications and other products made available for purchase, TQUK shall provide clear fees and prices, categorised as the following:

- (a) Standard Qualification (or EPA standard) Fee;
- (b) Package Fee (where applicable);
- (c) Associated Learner (or Apprentice) Fees; and

(d) Mandatory Centre (or EPA Customer) Fees.

- 1.4 An up-to-date Fees and Pricing page is maintained on the [tquk.org](http://tquk.org) website.
- 1.5 Up-to-date price lists are maintained on the [tquk.org](http://tquk.org) website.
- 1.6 Individual Centre Fees are maintained on TQUK's registration and certification platform. It is the centre's responsibility to ensure that centre fee information is accurate.
- 1.7 Individual EPA Fees are maintained on TQUK's EPA platform. EPA customers may request a list of fees and it is the centre's responsibility to ensure that centre fee information is accurate.
- 1.8 This document should be read in conjunction with any contractual agreements between TQUK and its customers, including but not limited to the Centre Agreement and EPA Agreement.
- 1.9 This document should also be read in conjunction with any published documentation belonging to any Regulatory Body relevant to the services provided, including but not limited to Ofqual and ESFA documentation.

## 2. **TQUK Internal Responsibility**

- 2.1 The Senior Manager – Finance and Procurement is responsible for the maintenance of and compliance with this policy. If they are absent, the Finance Director will appoint another member of the Leadership Team to ensure all TQUK's actions and activities are in line with the content of this policy.
- 2.2 The TQUK Finance department is responsible for ensuring that the policy is applied for Customers.

## 3. **Review arrangements**

- 3.1 TQUK will review this document and its associated procedures annually as part of our self-evaluation arrangements and/or in response to customer, or regulatory feedback and any trends that may emerge in the types of queries we may receive.
- 3.2 The annual review of this policy will be undertaken by the Finance and Procurement Department. Any amendments or updates to this policy will be approved by TQUK's Leadership Team.
- 3.3 If you would like to raise any points or have a query in relation to any aspect of our fees or invoicing arrangements, please contact us via the details provided at the start of this document.

## 4. **Pricing and Fees**

- 4.1 TQUK shall take all reasonable steps to publish fees and pricing relating to clause 1.3 in advance of the qualifications, and other products being made available to purchasers.
- 4.2 Where it is not possible to publish finalised fees and pricing, such as qualifications or EPA in development, TQUK shall with reasonable endeavours, provide an indicative price to currently approved customers.
- 4.3 For prospective customers, TQUK shall confirm indicative prices during business development activities.
- 4.4 TQUK reserves the right to amend indicative prices prior to publishing fees and pricing.
- 4.5 In respect of clause 1.3, fees and pricing are provided for potential purchasers in England, but also applies to the rest of the UK, and internationally outside of arrangements with TQUK International Hubs.
- 4.6 In respect of clause 1.3, fees and pricing in this format relating to TQUK International Hubs, for potential purchasers outside of England, will be provided upon request, by the relevant International HUB.
- 4.7 TQUK reserves the right to review and change fees and pricing, provided that such charges cannot be increased more than once in any 12-month period. TQUK shall give written notice of any such increase to existing customers, three months before the proposed date of that increase.
- 4.8 TQUK reserves the right to inform customers of general price increases to a particular area of its business activities, e.g. Regulated Qualifications, EPA, Functional Skills, Surcharges/Additional Fees, in line with clause 4.7, and provide more detailed information about specific products and services at a later date, within a reasonable timeframe.
- 4.9 Written notice in the context of clause 4.7, shall be provided in two forms:
  - (a) Provided by e-mail to the "Finance Contact" of the customer at the time of writing;  
and;
  - (b) Provided as a means of reference in its registration and certification, and EPA systems.
- 4.10 It is the responsibility of the Customer to ensure that:
  - (a) The Finance contact which is held by TQUK is maintained as correct;
  - (b) The Finance contact is authorised to receive and communicate the notice;
  - (c) The supply of a Finance contact to TQUK is provided by an authorised person;
  - (d) The Centre has access to registration and certification systems;
  - (e) A minimum of one centre system user is authorised to receive and communicate the notice; and

- (f) The authorised centre system user actively, and regularly accesses the platforms.
- 4.11 All new products, and specifically new qualifications which have been developed to replace existing qualifications, and newly published versions of End-Point Assessment standards, shall not be subject to clause 4.7.
- 4.12 Following an increase in fees and pricing, TQUK shall adjust the price of its products to reflect the change in standard price and any existing discount.
- 4.13 TQUK reserves the right to review and amend general discounts and partner discounts at any time, without the notice period outlined in clause 4.7. Instead, TQUK shall provide reasonable notice.
- 4.14 To verify a discount, TQUK reserves the right to request additional information from the Customer or TQUK's partners for verification purposes, prior to providing the discount.
- 4.15 Should a product or service be made available as part of a package with other products or services, TQUK shall also make that product or service available for purchasing separately as well as in a package.
- 4.16 It is the Customer's responsibility to confirm that it is eligible for a partner discount for each eligible product or service, and this must be provided to TQUK in writing or during the on-boarding process.
- 4.17 Approved partner discounts shall be applied from the date of communication outlined in clause 4.13 and TQUK shall specifically not apply partner discounts retrospectively.

## **5. Awarding Organisation Fees**

- 5.1 Awarding Organisation fees and charges apply for any Customers contracted directly with TQUK and does not include centres registered through TQUK International HUBs.

### Centre Recognition

- 5.2 Centre Recognition is subject to a mandatory fee, which shall be determined by the registered country/region of the Centre.
- 5.3 The point of supply for Centre Recognition approval shall be considered as once a Centre has signed a Centre Agreement. TQUK shall quote a Centre Recognition Fee on or around this date.
- 5.4 For the purpose of invoicing, prospective Centres with a registered address within the United Kingdom shall be considered "UK".

- 5.5 For the purpose of invoicing, prospective Centres with a registered address outside of the United Kingdom shall be considered "International".
- 5.6 TQUK may at its discretion, provide an alternative Centre Recognition fee/arrangement where a Prospective Centre is operating in a country outside of its registered address.
- 5.7 In respect of clause 5.6, Prospective Centres shall be informed of the alternative Centre Recognition fee/arrangement prior to undertaking Centre Recognition, and shall be considered as "UK" or "International" as an outcome of the alternative arrangement
- 5.8 Prospective Centres shall be quoted for Centre Recognition on or around the date of their proposal being issued, and this shall be considered the point of supply.
- 5.9 The Centre Recognition process shall only commence once payment has been confirmed in full, irrespective of any instalment structure.
- 5.10 TQUK has no obligation to recognise a Prospective Centre which has paid its Centre Recognition Fee and reserves the right to reject Centre Recognition.
- 5.11 TQUK shall invoice Centres for any reasonable expenses incurred during the Centre Recognition process, including but not limited to travel and accommodation.
- 5.12 Centres shall receive 10 qualification approvals free of charge as part of the Centre Recognition process, which shall expire upon confirmation, withdrawal, or the rejection of Centre Recognition.
- 5.13 Centre Recognition Fees are eligible for a 50% refund, should an application be formally rejected or withdrawn by either party at any stage. Refunds provided in line with clause 11.2 are from the date in which the rejection or withdrawal is confirmed in writing by either party.
- 5.14 Additionally, the following related fees shall be subject to a 50% refund should clause 5.13 come into effect:
- (a) Additional qualification approval fees
  - (b) Endorsed course approval fees
- 5.15 Unless stated, any additional fees incurred by the Prospective Centre shall be non-refundable.
- 5.16 Prospective Centres shall accept full responsibility for familiarising themselves with the requirements of Centre Recognition and Qualification Approval, including but not limited to relevant specifications, publications, guidance documents and forms.

- 5.17 TQUK may at its discretion, deduct reasonably incurred, unpaid Centre Recognition and onboarding costs from the refund amount in clauses 5.13 and 5.14.
- 5.18 In the event of a centre re-applying for Centre recognition following Centre withdrawal, TQUK shall invoice the greater of the Centre Recognition fee, or the last quoted Annual Fee.

#### Qualification Approval

- 5.19 Qualification Approval is provided on a qualification basis during the centre recognition process, and a qualification approval group basis for Recognised Centres. Qualifications with similar properties e.g. sector or level may be grouped together at TQUK's discretion.
- 5.20 The point of supply for Qualification Approval shall be considered as once a Centre has submitted a Qualification Approval Form. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.
- 5.21 TQUK has no obligation to approve a qualification for a customer which has paid, and TQUK reserves the right to reject Qualification Approval.
- 5.22 Unless provided during Centre Recognition, unsuccessful or withdrawn Qualification Approval is not eligible for a refund.

#### Qualifications

- 5.23 Standard Qualifications Fees are provided on a per learner basis and include registration, a single sit of examinations where applicable, e-certification, and any qualification specific EQA activities.
- 5.24 The point of supply for Standard Qualifications Fees shall be considered as once a learner has been successfully added to TQUK's registration and certification system, irrespective of staff and payment statuses. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.
- 5.25 Duplicated learners, or learners who are no longer undertaking a TQUK qualification may be withdrawn from the registration and certification system.
- 5.26 Subject to clause 5.25, with the exception of Functional Skills, from 01/04/2024 until 31/03/2025, qualification licences are provided for all learners withdrawn within six months of registration once TQUK has been notified within the appropriate time frame.
- 5.27 Subject to clause 5.25, with the exception of Functional Skills, from 01/04/2025, qualification licences are provided for all learners withdrawn within three months of registration once TQUK has been notified within the appropriate time frame.

- 5.28 Certification in the context of clause 5.22 refers to any document which meets the certificate requirements of TQUK's relevant Regulatory Bodies, in digital formats.
- 5.29 TQUK shall invoice a paper certificate surcharge fee for all paper-based certification requests relating to qualifications.

#### Unit Certification

- 5.30 Unit Certification Fees are provided on a per learner basis and include registration and e-certification.
- 5.31 The point of supply for Unit Certification Fees shall be considered as once a learner has been successfully added to TQUK's registration and certification system, irrespective of staff and payment statuses. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.
- 5.32 Duplicated learners, or learners who are no longer undertaking a TQUK Unit may be withdrawn from the registration and certification system.
- 5.33 Subject to clause 5.32, from 01/04/2024 until 31/03/2025, Unit Certification licences are provided for all learners withdrawn within six months of registration once TQUK has been notified within the appropriate time frame.
- 5.34 Subject to clause 5.32, from 01/04/2025, Unit Certification licences are provided for all learners withdrawn within three months of registration once TQUK has been notified within the appropriate time frame.
- 5.35 Certification in the context of clause 5.30 refers to any document which meets the certificate requirements of TQUK's relevant Regulatory Bodies, in digital formats.
- 5.36 TQUK shall invoice a paper certificate surcharge fee for all paper-based certification requests relating to Unit Certification.

#### Endorsed Course Approval

- 5.37 Endorsed Course approval is provided on a course basis, and any variation in course properties, shall be considered a new course.
- 5.38 The point of supply for endorsed course approval shall be considered as once a Centre or Prospective Centre has submitted an Endorsed Course Approval Form. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.
- 5.39 The Endorsed Course Approval Fee shall be invoiced on a day (7.5 hour) basis and rounded up to the nearest half-day.

- 5.40 TQUK has no obligation to approve an endorsed course for a customer which has paid and reserves the right to reject Endorsed Course approval.
- 5.41 Endorsed Course Approvals are eligible for a 50% refund, should an application be formally rejected or withdrawn by either party at any stage. Refunds provided in line with clause 11.2 are from the date in which the rejection or withdrawal is confirmed in writing by either party.
- 5.42 Prospective Centres shall accept full responsibility for familiarising themselves with the requirements of Endorsed Course Approval, including but not limited to relevant policies, publications, guidance documents and forms.

#### Endorsed Course Registration

- 5.43 Endorsed Course Registration Fees are provided on a per learner basis and includes registration and certification.
- 5.44 The point of supply for Endorsed Course Registration Fees shall be considered as once a learner has been successfully submitted to TQUK for processing. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.
- 5.45 Endorsed Course Registration Fees are determined during the endorsed course approval process, and reflect the properties of the course, including but not limited to its size, difficulty, and subject area.
- 5.46 TQUK shall invoice a paper certificate surcharge fee for all paper-based certification requests relating to Endorsed Course Registration Fees.

#### Annual Fees

- 5.47 An Annual fee shall be due by default, one year following centre recognition and then each successive year, aligned with the centre recognition anniversary, until termination.
- 5.48 The point of supply for Annual Fees is the date of centre recognition anniversary each year. TQUK shall quote an Annual Fee on or around this date.
- 5.49 UK Centres which exceed the "UK Centre Threshold" are exempt from annual fees.
- 5.50 UK Centres which do not meet the Centre Threshold will be invoiced the "UK Centre Threshold" minus qualifying "Centre Spend" within the annual period.
- 5.51 International Centres which exceed the "International Centre Threshold" are exempt from annual fees.

- 5.52 International Centres which do not meet the Centre threshold will be invoiced the International Annual Fee.
- 5.53 Qualifying Centre Spend is inclusive of all Awarding Organisation, Functional Skills and EPA based revenue excluding annual fees themselves, including but not limited to Qualification registration, Qualification Approval, Endorsed Course Certification, Endorsed Course Approval, EQA activities, EPA registration, EPA gateway, and EPA surcharges and shall be calculated as the net amount (ignoring VAT).
- 5.54 TQUK reserves the right to charge an alternative annual fee where a change in registered address or operating country occurs during the calendar period.
- 5.55 TQUK reserves the right to deduct from Qualifying Centre Spend, late expenditure which is intended to meet the Centre Threshold of a previous annual fee.
- 5.56 The Centre reserves the right to refuse an Annual Fee and proceed with termination of Centre Recognition.
- 5.57 Partially paid annual fees are non-refundable if the Centre is later withdrawn.

#### EQA Activities/Continued Recognition Activities

- 5.58 Centres shall receive a Continue Recognition Activity free of charge within one calendar period.
- 5.59 The point of supply for EQA Activities/Continued Recognition Activities is the date in which Activities/Continued Recognition Activities are requested by TQUK or the Centre. TQUK shall invoice an EQA Activity or Continued Recognition Activity Fee on or around this date.
- 5.60 A calendar period is one year from Centre Recognition or one year from the previous scheduled, Continued Recognition Activity, whichever is shortest.
- 5.61 TQUK reserves the right to require multiple EQA Activities/Continued Recognition Activities during a calendar period. All EQA Activities/Continued Recognition Activities shall be chargeable unless provided in line with clause 5.58.
- 5.62 TQUK shall invoice all chargeable EQA Activities/Continued Recognition Activities on a day (7.5 hour) or half-day (3.75 hour) basis and rounded up to the nearest half-day.
- 5.63 Where the Centre is considered "UK", the EQA Activity/Continued Recognition Activity Fees shall be inclusive of any reasonably incurred expenses.

- 5.64 Where the Centre is considered "UK", TQUK reserves the right to charge expenses for any additional expenses e.g., non-mainland England, Wales or Scotland travel, or special requests from the Centre.
- 5.65 Where the Centre is considered "International", reasonable incurred expenses shall be charged to the Centre, including but not limited to international travel, travel within the centre country/region, and accommodation.
- 5.66 Continued Recognition Activities provided free of charge and cancelled by the Centre with less than 14 days' notice will incur a Continued Recognition Activity/EQA Activity Cancellation Fee.
- 5.67 All EQA Activities are non-refundable and cannot be exchanged for other products and services.

#### Qualification Development

- 5.68 Qualification Development shall be provided on a per qualification basis.
- 5.69 The point of supply for Qualification Development shall be considered as once the Centre has verified the proposed qualification content and has confirmed in writing that it wishes to proceed. TQUK shall quote a Qualification Development Fee on or around this date.
- 5.70 TQUK reserves the right to invoice an alternative qualification development fee, and the advertised price is intended as a guide.
- 5.71 Any further change requests concerning qualification development content must be confirmed in writing by the Centre to TQUK.
- 5.72 TQUK reserves the right to invoice any reasonable expenses incurred, as a result of changes in qualification development content in respect of clause 5.71.
- 5.73 The Qualification Development process shall only commence once payment has been confirmed in full, irrespective of any instalment structure.
- 5.74 TQUK will use reasonable endeavours to provide a qualification which is fit for purpose and in line with the proposed content, subject to the requirements and timeframes of any Regulatory Bodies, including but not limited to Ofqual and the DfE. TQUK shall specifically not be liable for any delays or unavailability of approved funding schemes.
- 5.75 Unless agreed otherwise, qualification development is provided on a non-exclusive basis and shall be made available to other Centres for the purpose of Registration and Certification.

- 5.76 All Intellectual Property Rights of the qualification and all other rights in the TQUK materials shall be owned by TQUK.
- 5.77 TQUK reserves the right to withdraw a qualification at any time in line with the requirements of its Regulatory Bodies, including but not limited to as a result of low uptake.
- 5.78 TQUK reserves the right to charge a fee for the ongoing maintenance of any qualification development, which shall be agreed in advance of development.

#### Manuals and Assessment Records

- 5.79 Orders of Manuals and Assessment Records, including Personalised Manuals shall be invoiced upon request, and this shall be considered the point of supply.
- 5.80 The Customer is responsible for providing and signing-off artwork for the design of Personalised Manuals. TQUK shall not be liable for any errors caused by Customer negligence.
- 5.81 TQUK will use reasonable endeavours to update the content of its Manuals and Assessments in line with their respective qualifications, and advise Customers of the latest version upon request, but the Customer is responsible ensuring that the products are fit for their intended purpose.
- 5.82 Manuals and Assessment Records are subject to the availability of stock, and Customers are advised to maintain appropriate levels of stock.
- 5.83 Personalised Manuals are subject to minimum order quantities and TQUK is under no obligation to accept orders.
- 5.84 Personalised Manuals are non-refundable and cannot be exchanged for other products or services.
- 5.85 Orders shall exclude delivery charges, which will be invoiced:
- (a) Upon placing an order; or
  - (b) Following production of Personalised Manuals.

#### Hard Copy Certificates

- 5.86 TQUK shall invoice a Hard Copy Certificate Fee upon request by the Centre and this shall be considered the point of supply. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.

- 5.87 Hard Copy Certificate requests are any instances where a learner e-certificate has been issued previously, and the Centre requires a paper certificate. It shall specifically include instances where the Centre has incorrectly claimed an e-certificate accidentally.
- 5.88 In the event of a Hard Copy Certificate which is received through TQUK's published forms, and has been initiated by a Learner, the Centre shall be responsible for the charges, having shared the form with the learner.
- 5.89 TQUK reserves the right to refuse a Hard Copy Certificate request should the learner information provided not match with TQUK's learner database.
- 5.90 TQUK reserves the right to invoice additional delivery fees in line with clause 5.100.

#### Replacement Certificate

- 5.91 TQUK shall invoice a Replacement Certificate Fee upon request by the Centre and this shall be considered the point of supply. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.
- 5.92 Replacement Certificate requests are any instances where a learner has lost a certificate, or the Centre requires a correction to fix a spelling mistake. It shall specifically include instances where the Centre has incorrectly claimed an e-certificate accidentally.
- 5.93 In the event of a Replacement Certificate which is received through TQUK's published forms, and has been initiated by a Learner, the Centre shall be responsible for the charges, having shared the form with the learner.
- 5.94 TQUK reserves the right to refuse a Replacement Certificate request should the learner information provided not match with TQUK's learner database, or it is not clear that is a replacement for the same learner.
- 5.95 TQUK reserves the right to invoice additional delivery fees in line with clause 5.100.

#### Carriage/Delivery

- 5.96 TQUK is generally responsible for the delivery of goods to the Customer but shall not be liable for following specific instructions regarding delivery, e.g. leaving an item with a neighbour, or safe place. The courier is responsible for following these instructions.
- 5.97 The Customer should generally contact [support@tquk.org](mailto:support@tquk.org) if there is an issue with a delivery but may wish to contact the courier directly if there is a courier specific issue e.g. delivery instructions or driver conduct.
- 5.98 The customer is responsible for providing the correct delivery address to TQUK, by either:

- (a) Providing when placing an order for Goods such as Manuals and Assessment Records;  
or
- (b) By maintaining appropriate delivery address details within TQUK's systems.

5.99 TQUK shall not be liable for delivery to an incorrect address caused by the Customer failing to adhere to clause 5.98.

5.100 TQUK reserves the right to invoice reasonable delivery charges for orders of Qualifications, Endorsed Certificates, or other products which require certificates. Shipping charges shall include but are not limited to packages exceeding 2kg, international shipping, or shipping to regions outside of mainland England, Wales or Scotland which incur additional charges.

5.101 TQUK shall use reasonable endeavours to provide a delivery service that is cost-effective and timely. Customers may request alternative delivery services and TQUK shall invoice the Customer for the upgraded service.

## 6. Functional Skills Fees

### Registration

6.1 Standard Qualification Fees for Functional Skills are provided on a per learner basis and include registration, a single sit of examinations, e-certification, and any qualification specific EQA activities.

6.2 The point of supply for Functional Skills Registration shall be considered as once a learner has been successfully added to TQUK's registration and certification system, irrespective of staff and payment statuses. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.

6.3 Duplicated learners, or learners who are no longer undertaking a TQUK qualification may be withdrawn from the registration and certification system.

### Certification

6.4 Certification in the context of clause 5.23 refers to any document which meets the Certificate Requirements of TQUK's relevant Regulatory Bodies, in digital formats.

6.5 TQUK shall invoice a paper certificate surcharge for all paper-based certification requests.

### Resits

6.6 TQUK shall by default charge a resit fee for all Functional Skills components which are undertaken for a second or successive time.

- 6.7 The point of supply for Functional Skills resits shall be considered as the date of assessment.
- 6.8 A free of charge first resit will be provided for each component of the registered Functional Skills qualification if the following conditions are met:
- (a) The first assessment and first resit of the component are both booked as remote (record and review); and
  - (b) The first assessment is not subject to a void for malpractice
- 6.9 Free of charge resit eligibility cannot be transferred from one component, Functional Skills qualification or learner to another.
- 6.10 Voids for malpractice, including but not limited to failed invigilation or a failure to adhere to general exam instructions will incur a resit fee, and "spend" a free of charge resit.
- 6.11 Voids for technical issues will be at the discretion of TQUK in determining whether a resit fee is incurred or would be considered a "spent" free of charge resit.
- 6.12 All resits for remote, online and paper-based examinations will incur a resit fee, unless waived at TQUK's discretion, in line with clause 6.11.

### Invigilation

- 6.13 An invigilation surcharge fee shall be invoiced for all remote (record and review) assessment components.
- 6.14 The point of supply for Functional Skills invigilation surcharges shall be considered as the date of assessment. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.
- 6.15 A free of charge remote invigilation session will be provided for the first resit attempt for each component of the registered Functional Skills qualification, if the following conditions are met:
- (a) The first assessment and first resit of the component are both booked as remote (record and review); and
  - (b) The first assessment is not subject to a void for malpractice.
- 6.16 Free of charge invigilation eligibility cannot be transferred from one component, Functional Skills qualification or learner to another.

- 6.17 Voids for malpractice, including but not limited to failed invigilation or a failure to adhere to general exam instructions will incur an invigilation fee, and “spend” a free of charge invigilation.
- 6.18 Voids for technical issues will be at the discretion of TQUK in determining whether a resit fee is incurred or would be considered a “spent” free of charge invigilation.

#### Exam Paper Delivery

- 6.19 Paper-based examinations which are dispatched to the Centre, or a Centre’s authorised representative will be invoiced a Paper Delivery Fee.
- 6.20 The point of supply for Functional Skills Exam Paper Delivery shall be considered as the date in which the booking has been submitted to TQUK. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.
- 6.21 TQUK shall apply additional Functional Skills Paper Delivery Fees where applicable, e.g. large volumes of scripts, or special instructions or deliveries outside of mainland England, Wales and Scotland.
- 6.22 The Centre is responsible for all charges related to returning scripts to TQUK.

### **7. Appeals/Review of Moderation**

- 7.1 An Appeal Fee shall be invoiced for all upheld appeals in line with TQUK’s published appeals policy.
- 7.2 An Appeal Fee shall be invoiced for instances of a Review of Moderation in line with TQUK’s published appeals policy.
- 7.3 The point of supply for Appeals and Review of Moderation shall be considered as the date in which the Appeal or Review of Moderation has been submitted to TQUK. TQUK shall invoice the Centre in line with clauses 10.1 and 10.2.
- 7.4 TQUK shall invoice an additional Appeal Independent Review in the event of an independent review.
- 7.5 All Appeals and Review of Moderation Fees and non-refundable.

### **8. Pulse**

- 8.1 TQUK shall invoice the Customer a Pulse Subscription Fee on or around the Commencement Date, which shall be date in which the Pulse subscription activates and is considered the point of supply.

- 8.2 The Pulse subscription shall provide access to the standard version of the Pulse platform for 12 months from the commencement date.
- 8.3 After 12 months, the Pulse subscription shall either:
- (a) Auto-renew for an additional 12 months, and TQUK shall invoice an additional Pulse 12-month Subscription Fee; or
  - (b) Terminate, subject to written notice of termination.
- 8.4 Customers wishing to terminate a Pulse subscription, must provide written notice to [finance@tquk.org](mailto:finance@tquk.org), 60 days prior to the auto-renewal date.
- 8.5 Once activated, Pulse subscriptions are non-refundable.
- 8.6 Customers wishing to further enhance the Pulse platform may request customisations. TQUK shall provide the Customer with a quote which outlines the additional customisations required and invoice the Customer upon acceptance.
- 8.7 Whilst TQUK shall use reasonable endeavours to ensure the system is operational, and that data is accurate and complete, TQUK shall not be liable for:
- (a) Temporary outages of the platform;
  - (b) The accuracy of user-inputted data; or
  - (c) The accuracy of data processed.

## 9. End-Point Assessment Fees

### End-Point Assessment Confirmation

- 9.1 TQUK shall provide a service to confirm Training Providers as suitable for presenting apprentices for EPA free of charge.

### End-Point Assessment Fees

- 9.2 In contracting with TQUK, the provider warrants that it is acting as an agent in passing the payment to the End-Point Assessment organisation.
- 9.3 TQUK shall publish and maintain a pricing structure based upon eligible End-Point Assessment costs, which shall typically not exceed 20% of the maximum funding band of the standard.
- 9.4 Advertised fees are developed with consideration of the following:
- a) Individual assessment components detailed with the published Assessment plan;

- b) All associated costs linked to Registration, Administration and Assessment of all assessment components – inclusive of retakes or re-sits;
  - c) Design, Development and Implementation of all assessment instruments inclusive of review and maintenance;
  - d) Support, Guidance and Mock Assessment materials and wider support offer;
  - e) Costs associated with supporting special arrangements to ensure fair assessment practice; and
  - f) To ensure a robust and consistent Internal Quality Assurance process, inclusive of standardisation.
- 9.5 Advertised Fees are based upon the EPA assessment being carried out once, using remote technology where permitted and available, or in the event of face-to-face assessment, taking place on the same day. Additional charges are outlined below.
- 9.6 End-Point Assessment Fees are subject to negotiation between TQUK and the Employer.
- 9.7 Apprentices may be transferred to TQUK from another EPAO, subject to approval. Apprentices must complete all End-Point Assessment components with TQUK, and the full cost of the EPA service will be charged.
- 9.8 For the purpose of providing a “Standard Qualification Fee”, in relation to the requirements of any relevant regulatory bodies, a “Standard Qualification Fee” is calculated by combining the EPA Registration Fee and EPA Gateway Fee for the standard.

### Registration

- 9.9 EPA Registration Fees are provided on a per Apprentice, and per standard basis and includes registration, access to systems, resources, and support materials.
- 9.10 The point of supply for EPA registration shall be considered as once an Apprentice has been successfully added to TQUK’s EPA system.
- 9.11 Duplicated Apprentices or Apprentices who are no longer undertaking a TQUK Apprenticeship standard may be withdrawn from the EPA system.
- 9.12 Subject to clause 9.11, and from 01/04/2024 until 31/03/2025, a credit note will be issued for all apprentices withdrawn within six months of registration once TQUK has been notified within the appropriate time frame.
- 9.13 Subject to clause 9.11, and from 01/04/2025, a credit note will be issued for all apprentices withdrawn within three months of registration once TQUK has been notified within the appropriate time frame.

- 9.14 With respect of clauses 9.12 and 9.13, TQUK must be notified by e-mail to [finance@tquk.org](mailto:finance@tquk.org) within 3 months of the withdrawal to receive a credit note.

### Gateway

- 9.15 EPA Gateway Fees are provided on a per Apprentice, and per standard basis and includes gateway administration/review, assessor allocation, assessment planning, assessment components and completion/certification (if applicable).
- 9.16 The point of supply for EPA gateway fees shall be considered as once an Apprentice has been submitted to Gateway on the EPA system by the Training Provider or Employer, irrespective of "Gateway Status".
- 9.17 Apprentices who have been submitted for gateway are eligible for a partial refund to the training provider if withdrawn. The refund will be calculated and proportioned in line with assessments not undertaken, factoring in administrative services already provided.
- 9.18 No refunds will be provided for any Apprentices who have undertaken all assessment components of an EPA standard.
- 9.19 For the purposes of this policy, voided assessment and cancelled assessment without notice shall be considered undertaken, in addition to assessment "grades".

### Additional Fees

- 9.20 An alternative Face to Face EPA Gateway Fee shall apply where the employer, via the training provider, has requested assessment to be carried out on-site as an overall preference for the Apprentice, and remote assessment is available as an alternative.
- 9.21 Re-sits and retakes of individual assessment components are provided within the EPA Price List and are proportionate to the assessment component and the assessment preference.
- 9.22 Cancellation fees shall be invoiced where any confirmed assessment components or planning meetings are:
- (a) Cancelled by the training provider, employer, or apprentice with less than 5 working days' notice; OR
  - (b) Not attended by the Apprentice; OR
  - (c) Subject to a late submission of a project, after the agreed deadline.
- 9.23 TQUK may at its discretion waive an EPA cancellation fee as a result of a medical emergency, or technical issues outside of the learner or centre's control, subject to suitable evidence being provided to TQUK by e-mail.

- 9.24 Cancellation fees for assessment components are provided within the EPA Price List and are proportionate to the assessment component and the assessment preference.
- 9.25 Invigilation surcharges for assessment components are provided within the EPA Price List and are proportionate to the assessment component and the assessment preference.
- 9.26 Where an extra day is required to undertake planned assessment, TQUK reserves the right to charge an "Additional Assessment Day surcharge" per Apprentice.

## 10. Invoicing/Payment Procedures

### Awarding Organisation Services

- 10.1 For qualification orders, customers shall receive either:
- (a) A consolidated monthly invoice containing qualification orders submitted during that month; or
  - (b) Individual invoices upon TQUK receiving an order, no later than 5 working days later.
- 10.2 For all other Awarding organisation related services, shall receive either:
- (a) A consolidated monthly invoice containing orders submitted during that month; or
  - (b) Individual invoices upon TQUK receiving an order, no later than 5 working days later.

### End Point Assessment Services

- 10.3 End-Point Assessment Customers shall receive a consolidated monthly invoice containing fees for End-Point Assessment services provided during that month.

### General

- 10.4 All invoices shall contain sufficient information for VAT record keeping and payment, including but not limited to:
- (a) Details of the product/service;
  - (b) Our bank details;
  - (c) The VAT amount;
  - (d) The total amount;
  - (e) The invoice date;
  - (f) Our payment terms;
  - (g) Customer details.
- 10.5 TQUK shall exclusively invoice the registered company outlined in the Centre Agreement or EPA Agreement for existing customers.

- 10.6 Additional information may be provided within the invoice, and in any relevant supplementary documentation which shall be included with the invoice. This includes:
- (a) Individual learner/apprentice details
  - (b) Purchase order number (if provided)
  - (c) Order references
- 10.7 The customer must take full responsibility for informing TQUK if a purchase order number process is in place, including it when placing an order, and agrees that any failure to raise a purchase order does not prevent TQUK from raising invoices or suspending services in the event of non-payment.
- 10.8 Payment terms are 30 days from the invoice date unless otherwise stated.
- 10.9 On receipt of full payment, TQUK shall update its records to show payment has been received.
- 10.10 Unless agreed otherwise, only goods and services relating to consolidated monthly invoices shall be provided prior to payment. All other goods and services shall be provided once payment has been received.
- 10.11 Failure to pay an invoice within its due date in full, cancellation of a pre-arranged direct debit or any general failure to adhere to the terms of an order or a payment plan may result in the suspension of both related and unrelated goods and services.
- 10.12 TQUK reserves the right to proceed with formal debt collection and recovery procedures, including the issue of a Letter Before Action, and in severe cases, the termination of any contractual arrangement between TQUK and the Centre/Provider.
- 10.13 Customers are obliged to accept full liability in communicating truthful and accurate information regarding the funding schemes of their qualifications and levy status of employers, for the purpose of TQUK invoicing an appropriate level of VAT.
- 10.14 Customers are responsible for ensuring that the VAT status of its qualifications are accurate.
- 10.15 TQUK shall apply VAT in line with the Education and vocational training (VAT Notice 701/30).
- 10.16 All amounts and fees stated or referred to shall be payable in pounds sterling and are exclusive of value added tax, which shall be added to invoices at the appropriate rate.
- 10.17 TQUK reserves the right to invoice short-falls, and amend fees and pricing where volume-based, or package-based discounts have been provided in good faith, and either:

- (a) Volume has not matched an agreed minimum; or
- (b) The customer has not utilised other products/services within the package, at an agreed minimum.

## 11. Refunds

- 11.1 Unless specifically stated, as in the case of unsuccessful centre recognition or learner withdrawal, TQUK is unable to provide a refund for its products or services but may, at its discretion, be able to offer a product of similar type and value.
- 11.2 All refund requests, with the exception of VAT refunds, and refunds arising from withdrawn learners, must be directed to [finance@tquk.org](mailto:finance@tquk.org) by e-mail, within 60 days.
- 11.3 Refunds for incorrect VAT, and specifically refunds arising from clauses 10.13 and 10.14, must be requested during the same TQUK financial year (April – March) of the transaction, or within 60 days.
- 11.4 All refunds for Recognised Centres and Recognised EPA Providers shall be provided in the form of a credit note (EPA) or licences to register additional learners (Regulated Qualifications).
- 11.5 Qualification licences have no cash value and cannot be credited, refunded, or exchanged for other qualification licences, including instances of qualifications which have been withdrawn and replaced by new versions
- 11.6 Refunds shall specifically not be provided for partner discounts which have not been communicated to TQUK in line with clause 4.15.
- 11.7 Refunds shall specifically not be provided where the Customer has provided false or inaccurate information regarding funding schemes to TQUK in line with clause 10.13.
- 11.8 Upon Centre Withdrawal, all remaining qualification licences are invalid and shall not be redeemable if applying for Centre Recognition in the future.
- 11.9 TQUK reserves the right to remove licences which have been inactive for a period of at least 12 months.
- 11.10 Instances of maladministration or malpractice, caused by either the Centre, its authorised representatives, or its learners shall specifically be non-refundable, including licences used to register the learners.

## 12. Record-Keeping

- 12.1 TQUK shall keep electronic records of all invoices for at least 6 years from the end of the financial period.

12.2 TQUK reserves the right to invoice for expenses incurred, administering invoice records 24 months or older.