

Centre Agreement/Terms and Conditions for Approved Providers



Purpose	1
Definitions	2
1 General	2
2 Approval	4
3 Learner registration	5
4 Resources	6
5 Teaching and internal assessment	6
6 External assessment	7
7 Quality Assurance	8
8 Subcontracting	9
9 Certification Claims	10
10 Malpractice and maladministration	10
11 Staff	11
12 Invoicing, payment and refunds	12
13 Brand and logo	12
14 Termination	13

Purpose

This document outlines the terms and conditions YMCA Awards approved training providers (and anyone working on behalf of a YMCA Awards approved training provider) must agree to before:

- delivering teaching and/or assessment of YMCA Awards' qualifications and/or qualification components
- using YMCA Awards' products and/or services, including our resources.

Our approved training providers (centres) are required to review and sign this contractual agreement in line with the centre requirements identified within:

- [Ofqual's General Conditions of Recognition](#)
- [Qualifications Wales' Standard Conditions of Recognition](#)
- [CCEA Regulation's General Conditions of Recognition](#)

Definitions

We, us, our	<p>YMCA Awards; of YMCA Awards</p> <p>YMCA Awards is part of Central Young Men’s Christian Association (Central YMCA). Registered Charity Number 213121. Limited company registered in England no. 119249. Registered address 112 Great Russell St, London, WC1B 3NQ.</p>
You, your, centre	<p>YMCA Awards approved training provider (centre), of a YMCA Awards approved training provider (centre);</p> <p>Subcontractor working on behalf of a YMCA Awards approved training provider (centre), of a subcontractor working on behalf of a YMCA Awards approved training provider (centre).</p> <p>The nominated Main Centre Contact at your organisation.</p>
Regulators	<p>Ofqual (England)</p> <p>Qualifications Wales (Wales)</p> <p>CCEA (Northern Ireland)</p>
Subcontractor	<p>Organisations that:</p> <ul style="list-style-type: none"> do not have direct approval from YMCA Awards to deliver teaching and/or assessment of YMCA Awards' qualifications are autonomous, i.e. not part of your centre structure (even if you are owned by the same parent company). <p>Individuals who:</p> <ul style="list-style-type: none"> are not part of the workforce (including temporarily) of a YMCA Awards approved training provider (centre).
Internal assessment	<p>Any assessment that you mark. This may be externally set by us e.g. our Learner Assessment Records or short answer theory papers.</p>
External assessment	<p>Any assessment that we mark e.g. multiple-choice theory papers.</p>

1 General

1.1 You agree and understand that when we provide you with approval to deliver our qualifications and/or qualifications components, you become a YMCA Awards approved training provider (centre), bound by the obligations stated in this agreement.

We will refer to this agreement if we ever believe you are failing to meet your obligations.

1.2 Approval by YMCA Awards does not remove your obligation to comply with other relevant local, statutory and regulatory requirements.

You must comply with:

- all relevant laws, including competition, data protection, equalities and health and safety legislation
- regulatory criteria and codes of practice, including our regulators’ Conditions of Recognition and the additional regulatory documents that support these Conditions.

1.3 You will be subject to the [UK Data Protection Act 2018](#), regardless of your location, and must inform your staff and learners that you will pass information to YMCA Awards.

We will not disclose information if doing so would breach a duty of confidentiality or any other legal duty. You can find out more about how we process and share data in our privacy policy.

[View our Privacy Policy](#)

1.4 We will provide your nominated Main Centre Contact with the ability to manage/delegate management of YMCA Awards system access for your staff. Where this is not possible, we will provide your staff with access to our systems based on their role.

You must ensure that your staff keep their usernames and passwords secure and do not share them with others (even within your organisation).

1.5 You must take all reasonable steps to ensure that we're able to comply our regulators' requirements by:

- fulfilling the obligations of this agreement, including ensuring your subcontractors comply
- following our policies, procedures and guidelines, including those detailed in qualification specifications
- promptly replying to our requests for information, data or documents.

1.6 You must have effective communications arrangements in place to ensure that your learners and staff are fully informed of the requirements associated with our qualifications.

1.7 We reserve the right to update the policies, procedures and guidelines referenced in this agreement, without letting you know in advance. We will always notify you in writing when this happens.

The policies, procedures and guidelines referenced in this document are:

- [Appeals policy](#)
- [Approval, quality assurance and administration fees](#)
- [Brand and logo usage policy](#)
- [Centre subcontracting policy](#)
- [External assessment policy](#)
- [External quality assurance policy](#)
- [Learner appeals policy](#)
- [Learner feedback and complaints policy](#)
- [Malpractice and maladministration policy](#)
- [Privacy Policy](#)
- [Published service level agreements](#)
- [Qualification equipment requirements](#)
- [Qualification fees and minimum spend requirements](#)
- [Records keeping guidance](#)
- [Recognition of prior learning and exemption policy](#)
- [Roles and responsibilities of the Main Centre Contact](#)
- [Sanctions policy](#)
- [Withdrawal of qualifications at a centre policy](#)

1.8 We reserve the right to:

- refuse or remove centre approval
- refuse or remove qualification and/or qualification component approval
- apply other sanctions to organisations or individuals

in the event of a breach of this agreement and/or to safeguard learners, our employees, the integrity of our qualifications and/or qualification components, as detailed in our sanctions policy.

[View our sanctions policy](#)

1.9 We will seek to recover – from you – the costs of any legal fees or proceedings resulting from a breach of this agreement.

1.10 This agreement is constituted in accordance with English law. If we dispute your implementation of this agreement, we will let you know in writing and then commit to working with you to try to resolve the issue in good faith. Similarly, if you dispute our implementation of this agreement, you commit to letting us know in writing and working with us to try to resolve the issue in good faith.

This clause will not prevent either your organisation or YMCA Awards from taking the dispute to an English court to seek a preliminary injunction or similar provisional relief to avoid irreparable damage.

1.11 You can only change the content of this agreement by letting us know – in writing – and getting us to sign the updated text. Similarly, we can only change the content of this agreement by letting you know – in writing – and getting you to ‘Accept’ the changes on Y-Connect..

1.12 You can only assign this agreement, or any of its rights or obligations, if we agree – in writing – in advance. Similarly, we can only assign this agreement, or any of its rights or obligations, if you agree – in writing – in advance.

1.13 You won’t be liable to us for delay or failure to fulfil obligations stated in this agreement, where this is the result of circumstances beyond your reasonable control (an ‘unavoidable disruption’). Similarly, we will not be liable to you for delay or failure to fulfil obligations stated in this agreement, if we experience an unavoidable disruption.

It will only be considered a breach of this agreement if obligations remain unfulfilled – after a period of the same length as the unavoidable disruption – if steps can be put in place to mitigate the impact of the disruption.

1.14 This agreement does not create a partnership or joint venture of any kind between you and YMCA Awards. We do not interpret this agreement as you authorising us to act as your agent, in your name or on your behalf. Similarly, we do not authorise you to act as our agent, in our name or on our behalf.

This agreement does not bind you and YMCA Awards in any way, including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

2 Approval

2.1 You must receive written confirmation of approval from YMCA Awards before you:

- offer, or publicise offering, our qualifications and/or qualification components
- deliver teaching and/or assessment for our qualifications and/or qualification components
- deliver teaching and/or assessment for our qualifications and/or qualification components in a language other than English or – in Wales – Welsh
- move your teaching and/or assessment to a new location or premises
- make any changes to the staff responsible for teaching, assessing, internally quality assuring or supporting the administering of our qualifications
- use a subcontractor to deliver teaching and/or assessment of our qualifications.

Our assessment materials are currently only available in English. We will consider requests to translate assessment materials into another language where we have a regulatory requirement to do so.

2.2 Where we charge a fee for centre, qualification and/or qualification components approvals, these are payable at the point the application form is submitted and are non-refundable.

We reserve the right to hold off processing your application until the approval fee has been paid.

[View our approval, quality assurance and administration fees](#)

- 2.3** You must take reasonable steps to ensure that the information you provide to us as part of a centre, qualification and/or qualification component approval application is complete and accurate.
- 2.4** You must let us know as soon as reasonably possible if there is a material change to the information you provided in your centre approval application. This may include:
- a change in control or ownership of your organisation, such as:
 - you are taken over by another organisation/individual
 - there is a material change in your governance structure or legal status
 - you merge with another organisation or body
 - you enter insolvency or bankruptcy proceedings
 - changes to subcontracting arrangements.
 - another awarding organisation issues you with a sanction in an area related to your delivery with us.
- 2.5** You must notify us if you want or need to stop offering teaching and/or assessment for one or more qualifications/qualification components you're approved to deliver.

[View our policy on withdrawal of qualifications at a centre](#)

- 2.6** We will make an Annual Registration Form available on 1 August each year.
You must complete the Annual Registration Form by 30 September each year to retain your approved centre status.
- 2.7** We will provide written notice of any intention to remove centre, qualification and/or qualification component approval. If we instruct you to do so, you must immediately:
- stop delivering teaching and/or assessment of our qualifications and/or qualification components
 - remove any mention of YMCA Awards products and/or services from your publicity materials.
- 2.8** You must take all reasonable steps to protect the interests of your learners if centre, qualification and/or qualification component approval is removed (either voluntarily or as a result of a sanction applied by YMCA Awards), including:
- requesting certification for any qualification components already achieved
 - providing learners with access to their work and assessment records
 - supporting learners to find an alternative provider to complete their qualification.

We will also take all reasonable steps to protect the interest of learners impacted by the withdrawal of centre, qualification and/or qualification component approval.

[View our sanctions policy](#)

3 Learner registration

- 3.1** You must recruit learners with integrity ensuring that, prior to enrolment, learners have;
- been assessed to ensure the programme is suitable and appropriate
 - provided you with copies of qualification certificates to meet any entry requirements
 - provided you with an original form of photographic ID and a separate proof of address document.

3.2 You must register learners for all qualifications and/or qualification components:

- within the first 10% of the delivery of the programme
- before any externally assessed components are completed.

Although we have a regulatory responsibility to protect the interests of registered learners, you are responsible for any fees paid by learners and the services they receive.

3.3 You must provide registered learners with an appropriate induction and support them to complete their YMCA Awards qualification.

3.4 Where appropriate, you must have arrangements in place to obtain a unique learner number (ULN/SCN) and a learner record on behalf of your learners.

3.5 We will honour a learner's qualification registration for 36 months. If a learner does not complete their qualification within 36 months, their registration will expire.

We will charge a new registration fee to reactivate expired registrations.

3.6 You must ensure that where a learner registration is reactivated, additional assessments are completed to ensure that the knowledge and skills gained at the start of the course are still current and relevant when the learner completes the qualification.

4 Resources

4.1 You must respect that our resources are the intellectual property of Central YMCA trading as YMCA Awards and subject to copyright law.

4.2 We will provide you with access to our website to download (free) or order printed (chargeable) resources to support your teaching and/or assessment.

All chargeable resources are printed to order by our supplier. Our supplier will ensure resources are delivered in line with our published policies.

[View our published service level agreements](#)

4.3 We will not accept liability for additional duties, taxes or levies placed on international deliveries.

4.4 You must not alter our resources in any way without prior written approval.

4.5 You must send us any assessment resources you create – with documentation showing how they map to the specification – for approval before you start using them.

We reserve the right to refuse permission for you to use assessment resources we believe are not fit for purpose.

5 Teaching and internal assessment

5.1 You must conduct assessments as outlined in the associated qualification specification, recording all learner assessment evidence.

We will provide additional guidance on the assessment specification in the Learner Assessment Record (LAR) and/or qualification syllabus, where available.

5.2 You must ensure that, as far as possible, assessors:

- understand the assessment and/or grading criteria they are assessing learners against
- apply assessment and/or grading criteria accurately and consistently, regardless of the learner's identity.

5.3 You must have arrangements in place to allow for recognition of prior learning (RPL) and/or exemption, where appropriate.

[View our recognition of prior learning and exemption policy](#)

5.4 You must have documented processes to handle complaints and appeals from your learners.

We will allow a learner to escalate their complaint and/or appeal once they have exhausted your process, in line with our learner feedback and complaints, and learner appeals policies.

[View our learner feedback and complaints policy](#)

[View our learner appeals policy](#)

5.5 You must identify and manage any potential or actual conflicts of interest in your delivery of teaching and/or assessment of our qualifications. This includes ensuring that learners are not assessed by anyone who has a personal interest in the result of the assessment, for example:

- assessment by a family member
- assessment by someone whose pay is linked to positive assessment outcomes.

5.6 You must have appropriate administrative systems in place to accurately:

- maintain learner records
- track the progress of your learners against their programme
- ensure the validity of any achievements claimed for certification.

All learner data must be held securely in line with our record keeping guidance and data protection legislation.

[View our records keeping guidance](#)

5.7 You must ensure that buildings used for the delivery of teaching and/or assessment of our qualifications and/or qualification components:

- provide access for learners, as required by equalities legislation
- contain the full range of properly maintained equipment required for the qualifications and/or qualification components you are delivering.

[View our qualification equipment requirements](#)

6 External assessment

6.1 You must comply with all instructions contained within our external assessment policy, which details the:

- roles and responsibilities of individuals involved in the external assessment process
- requirements for maintaining the confidentiality of assessment materials
- instructions on planning and preparing for assessments
- procedure for invigilating assessments
- administrative processes required to support assessments

You must not use technology to invigilate external assessments without our prior written approval. We will not approve the use of Skype, FaceTime or similar services for remote invigilation.

[View our external assessment policy](#)

6.2 You must take all reasonable steps to prevent – and notify us immediately of – any potential breach of confidentiality of our assessment materials. This may include:

- loss
- theft
- unauthorised copying
- unauthorised distribution.

6.3 We reserve the right to:

- charge you a fee to recover the costs of rewriting assessment materials
- apply sanctions

where the confidentiality of assessment materials has been compromised through failure to follow our external assessment policy.

[View our external assessment policy](#)

[View our sanctions policy](#)

[View our approval, quality assurance and administration fees](#)

6.4 We will process learners' assessment answer sheets and issue results in line with our published service level agreements.

[View our published service level agreements](#)

6.5 We reserve the right to refuse to mark – or charge you a fee – where answer sheets cannot be read electronically due to:

- poor quality printing or scanning by you.
- a failure to follow instructions in our external assessment policy.

[View our external assessment policy](#)

[View our approval, quality assurance and administration fees](#)

6.6 We will carry out a review of all clerical processes leading to an external assessment result, at your request.

If the review confirms that we have followed all processes correctly and the original grade issued was accurate, we will charge a fee for this service.

The grade we issue following a review of marking will be final and may be lower than the original grade.

[View our approval, quality assurance and administration fees](#)

7 Quality Assurance

7.1 You must ensure you have appropriate internal quality assurance arrangements in place to verify that assessment decisions are accurate and consistent across your organisation. All internal quality assurance processes and decisions must be documented.

7.2 You must identify and manage any potential or actual conflicts of interest in your internal quality assurance of assessment decisions for our qualifications. This includes ensuring that work is not quality assured by anyone who has a personal interest in the result of the assessment, for example:

- an assessor internally quality assuring their own work
- a family member of the learner
- someone whose pay is linked to positive assessment outcomes.

7.3 We will allocate an External Quality Assurer (EQA) to verify your delivery of teaching and assessment.

You must:

- work with us to support any reasonable monitoring, moderation or verification activities and/or visits to your centre
- make all evidence of teaching, assessment and internal quality assurance available on request
- provide access to individuals involved in the delivery of teaching, assessment and internal quality assurance of YMCA Awards programmes (including subcontractors)
- allow your allocated EQA to interview learners registered on our qualifications
- follow any instruction from us to change your marking of learner assessment evidence
- continue to meet our quality assurance standards
- complete any assigned actions following EQA activity
- assist us and our regulators with any investigations and/or monitoring activities related to our qualifications or activities.

7.4 We reserve the right to charge a fee to cover the cost of external quality assurance expenses and administration where:

- you have spent less than £350 on learner registrations since your last EQA activity (including where multiple EQA activities are required on the same cohort)
- you let us know of the need to cancel a scheduled EQA activity less than 14 calendar days in advance.

[View our approval, quality assurance and administration fees](#)

7.5 We reserve the right to:

- make unannounced visits
- request evidence of teaching, assessment and internal quality assurance at any time.

[View our external quality assurance policy](#)

7.6 You must cover any travel, accommodation and subsistence costs for external quality assurance activity required outside of the UK.

[View our approval, quality assurance and administration fees](#)

7.7 We will review any appeal of an assessment or quality assurance decision made by us, in line with our appeals policy.

[View our appeals policy](#)

8 Subcontracting

8.1 You must comply with all instructions contained within our subcontracting policy, which details the process for entering into an agreement with a third party to delivery teaching, assessment and/or internal quality assurance of our qualifications.

[View our centre subcontracting policy](#)

8.2 We will treat any subcontractors as an extension of your centre.

You must:

- have an appropriate and effective system to record and manage all subcontracted services
- keep subcontractors informed of our requirements, policies and procedures, as well as those of our regulators, where relevant
- ensure that all our policies and requirements are applied to subcontracted services
- ensure that all arrangements with subcontractors include a written and enforceable agreement so you can meet the obligations outlined in this document.

9 Certification Claims

- 9.1** You must let us know when a learner completes their study with you, notifying us of their achievements and requesting appropriate certification. If a learner doesn't complete the full programme, you must request certification for the components they have achieved.
- 9.2** You must take all reasonable steps to ensure claims for learner achievement are accurate, complete and that learners have met any minimum Guided Learning Hours (GLH) or minimum certification age requirements.
- 9.3** We will issue certificates based on the learner registration and claim information you provide. We will charge a replacement certificate fee to correct any errors in information you have provided after the certificate has been issued.
- 9.4** We will not process any achievement claims, and accept no responsibility for any delay in certification, where you:
- are not approved to deliver – or have been sanctioned against – the qualification and/or qualification components
 - have not completed an Annual Registration Form for the current academic year (1 August – 31 July)
 - have not had your assessment and/or internal quality assurance decisions confirmed through our external quality assurance process
 - have provided conflicting information about a learner's achievements (e.g. you've requested a full qualification certificate, but our records indicate that a learner hasn't completed all qualification components)
 - have outstanding payments due on your account.
- 9.5** We will dispatch all certificates in line with our published policies. We will not charge for delivery to your approved UK address(es), but you will need to cover the cost of any international deliveries.
- We accept no liability for additional duties, taxes or levies placed on international deliveries or for certificates lost after our dispatch has been signed for as received.
- [View our external quality assurance policy](#)
- [View our published service level agreements](#)
- 9.6** You must establish proof of a learner's identity – by reviewing an original form of photographic ID and a separate proof of address document – before requesting a replacement certificate on behalf of a learner.

10 Malpractice and maladministration

- 10.1** We will provide guidance on best practice to prevent, investigate and deal with malpractice or maladministration.
- [View our malpractice and maladministration policy](#)
- 10.2** You must take all reasonable steps to prevent malpractice or maladministration, regularly reviewing your procedures to ensure they remain relevant and fit for purpose.
- 10.3** You must let us know, as soon as reasonably possible, if you:
- suspect or believe there has been an incident of malpractice or maladministration
 - believe there has been, or is likely to be, non-compliance with our documented procedures, requirements and/or associated regulatory requirements.

10.4 You must:

- investigate any suspected or actual incidents of malpractice or maladministration
- develop an action plan – following incidents of malpractice or maladministration – to manage and rectify any negative impact
- take proportionate corrective action to ensure incidents of malpractice or maladministration do not happen again.

10.5 You must fully cooperate with malpractice and maladministration investigations conducted by us and/or our regulators. This includes, but is not limited to:

- attending meetings
- providing prompt, informed, responses to our questions
- allowing us to interview staff, subcontractors and/or learners, and to record these interviews where we feel this is necessary
- providing access to documents, records, data, teaching and/or assessment venues, or any other resource we – or our regulators – feel necessary to complete an investigation.

11 Staff

11.1 You must ensure you:

- have sufficient administrative, managerial, financial and technical staff to support effective and efficient delivery of all qualifications and/or qualification components we approve you to deliver
- retain a workforce of sufficient size and occupational competence to deliver teaching, assessment and internal quality assurance of all qualifications and/or qualification components we approve you to deliver.

11.2 You must ensure you provide staff with appropriate inductions. All staff involved in delivering teaching, assessment and/or internal quality assurance of our qualifications will also need:

- professional development (including a development plan) to ensure they maintain their expertise and occupational competence
- to fully understand and comply with the provisions of the qualification specifications they're delivering.

11.3 You must appoint a 'Main Centre Contact', providing us with their name and contact information. This individual will have overall responsibility for your delivery of our qualifications and will be our main point of contact at your organisation.

You must let us know as soon as reasonably possible if the Main Centre Contact – or their contact information – changes.

[View the roles and responsibilities of the Main Centre Contact](#)

11.4 You must keep your records of staff involved in any capacity with our qualifications and/or qualification components up to date, letting us know as soon as reasonably possible of any changes.

11.5 You must let us know as soon as reasonably possible if any staff involved in any capacity with our qualifications and/or qualification components are:

- convicted of a criminal offence
- held by a court or any professional, regulatory, or government body to have breached any provision of competition, data protection, equalities or health and safety legislation
- found to have wilfully breached a provision of any legislation or any regulatory obligation to which they have been subject by a court, or professional, regulatory, awarding or government body
- subject to any finding of qualification malpractice or maladministration
- dismissed on the finding of fraud or having wilfully or negligently breached a regulatory obligation.

12 Invoicing, payment and refunds

- 12.1** We will charge for all products and/or services we provide in GBP Sterling (£).
VAT will be applied where applicable (e.g. for eLearning).
- 12.2** We will charge for qualification fees at the point of registration. All other fees will be charged at the point the product or service is requested.
- 12.3** We require customers to spend a minimum of £350 on learner registrations per EQA activity. If you require an EQA activity and have spent less than £350 on qualification registration fees since we last completed quality assurance for your centre, you will be charged the difference to cover our administration and external quality assurance costs.

[View our qualification fees and minimum spend requirements](#)

- 12.4** If you request a credit account:
- 12.4.1** we will carry out a credit check as part of our centre approval process and periodically after you have been approved to deliver our qualifications and/or qualification components.
- 12.4.2** we reserve the right, based on the outcome of credit checks and your compliance with our payment terms, to:
- apply a credit limit to your account, or amend an existing credit limit
 - require payment in advance for products and services being delivered
 - request a copy of your company accounts.
- 12.4.3** we will issue invoices electronically to the finance email address you have provided. It is your responsibility to ensure the finance contact information we hold for you is correct.
- 12.4.4** you must settle invoices within 30 days of the issue date or we will:
- remove your access to our systems, suspend our services or withdraw approval to deliver our qualifications and/or qualification components
 - pass your details to a debt recovery company.
- 12.4.5** you must provide a purchase order (PO) number (where required) when requesting our products and/or services.
- 12.5** We will issue refunds for withdrawn learners, unused and resalable products or services as outlined below:

Days since request submitted	Refund entitlement
0-14	Full refund
15-28	50% refund
More than 28	No refund

We will not refund qualification fees if the learner has completed any external assessments, regardless of the age of the registration.

- 12.6** We will keep all accounting documents, including invoices, for 5 years.
- 12.7** We accept no responsibility for financial disputes between you and your learners.

13 Brand and logo

- 13.1** You must comply with the instructions in our Brand and Logo Usage Policy. You must not use our trademarks, trade names, logos or other insignia in any other way without prior written approval from YMCA Awards.

[View brand and logo usage policy](#)

- 13.2** You must not make any statements, advertisements or promotions that could mislead learners or other users of our products and services.
- 13.3** The YMCA Awards and YMCA Awards Approved Centre logos are fully registered trademarks. If we ask you to stop using our logos because we've removed centre approval, or for any other reason, you must do so immediately.

14 Termination

- 14.1** You agree to continue to comply with clauses 1.1-1.19 and 2.8, even after termination of this agreement.
- 14.2** You can terminate this agreement by providing us with written notice, at least 30 days in advance of your termination date. Similarly, we can terminate this agreement by providing you with written notice, at least 30 days in advance of your termination date.
- 14.3** You can provide us with written notification of immediate terminations of this agreement, where:
- 14.3.1** we have failed to fulfil obligations stated in this agreement, resulting in a 'material breach' of our obligations.
- A material breach cannot be minimal or trivial in consequence and, in deciding whether a breach is material, it will not matter if it occurred as a result of accident, mistake or misunderstanding.
- Our failure to fulfil obligations stated in this agreement for more than 30 days, after being provided written notice of the breach, would be a material breach.
- 14.3.2** continuing to honour this agreement would result in:
- an administrative order or receiver (including an administrative receiver), administrator or manager being appointed
 - an order or resolution passed for your winding up (except for the purposes of amalgamation or reconstruction).
- 14.3.3** you enter into any arrangements with your creditors or cease trading
- 14.4** We can provide you with written notification of immediate termination of this agreement, where:
- 14.4.1** you have failed to fulfil obligations stated in this agreement, resulting in a 'material breach' of our obligations.
- A material breach cannot be minimal or trivial in consequence and, in deciding whether a breach is material, it will not matter if it occurred as a result of accident, mistake or misunderstanding.
- Your failure to fulfil obligations stated in this agreement for more than 30 days, after being provided written notice of the breach, would be a material breach.
- 14.4.2** continuing to honour this agreement would result in:
- an administrative order or receiver (including an administrative receiver), administrator or manager being appointed
 - an order or resolution passed for your winding up (except for the purposes of amalgamation or reconstruction)
- 14.4.3** we enter into any arrangements with our creditors, cease trading, surrender or lose our recognition as a regulated awarding organisation.