

SKA RATING KNOWLEDGE & TRAINING HUB TERMS OF USE

BACKGROUND

These Terms of Use, together with any and all other documents referred to herein, set out the terms under which Free and Paid Content is sold as registration on the training course by Us to consumers through this website ska-rating-training.thinkific.com or www.skarating.org/hub ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them before registering on the courses and accreditations. You will be required to read and accept these Terms of Use when registering on the training courses and accreditations. If you do not agree to comply with and be bound by these Terms of Use, you will not be able to register on the training courses and accreditations, and access Paid or Free Content through Our Site. These Terms of Use, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the registration on the training courses to access Free and Paid Content, as explained in Clause 6;
"Paid Content" / "Training Course" / "Accreditation"	means the digital training and accreditation content accessed and sold by Us through Our Site;
"Free Content"	means content freely accessed and with no charge by us, and still covered by our IP rights.
"Registration"	means registration to Our Site providing access to Free and Paid Content;
"Complete Course" / "Accreditation"	means the entire Paid Content of the training course and subscribed accreditation(s), including additional resources and support assets
"Registration Confirmation"	means our acceptance and confirmation of your purchase and registration on our courses and accreditations;
"Monthly Payment Plan"	means access to Paid Content via a monthly instalment payment plan.
"Login link"	means the website link to access the Free and Paid Content;
"We/Us/Our"	means SKA rating Limited, a company registered in England and Wales under registration number 12339458, whose registered address is 2 Bedford Mews, London N2 9DF, United Kingdom.

2. Information About Us

2.1 Our Site ska-rating-training.thinkific.com or SKA Knowledge & Accreditation

Hub is owned and operated by SKA rating, a company limited by guarantee and registered in England & Wales under 12339458, whose registered address is 2 Bedford Mews, London N2 9DF, United Kingdom. Our VAT number is 446 5451 82.

- 2.2 We trade using the SKA rating and SKArating names, and the terms do not differ between these for the purposes of training and accreditation services, education and such registrations, free and paid content.

3. Age Restrictions

Consumers may only register on our training courses and accreditations, and access Paid and Free Content through Our Site if they are at least 18 years of age.

4. Business Customers

These Terms of Use apply to customers registering on our training courses and accreditations and accessing Paid and Free Content for personal use and personal professional development use for their career in business. If you are a business customer (purchased your registration through a business), please use these Terms as our Business Terms of Use and ensure you are using the material for your own development and uses do not exceed those included in clause 9. Liabilities also remain the same for both personal and business sales for which you can refer to clause 13.

5. Registration, Paid Content, Pricing and Availability

- 5.1 We make all reasonable efforts to ensure that all descriptions of registration on the training courses, Paid and Free Content available from Us correspond to the actual Registration and Content that you will receive. Please note, however, that due to constant improvements, or evolving project and design case studies, some examples demonstrating the teaching may not be complete and show all the requirements discussed.
- 5.2 Please note that sub-Clause 5.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor discrepancies. Please refer to Clause 10 if your Registration or the Paid Content is incorrect.
- 5.3 We may from time to time change our prices. Changes in price will not affect existing purchases but will apply to any subsequent renewal or new purchases. If you are already a paid customer and affected by a price increase, we will inform you of any change in price at least 1 month before the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in sub-Clause 12.1
- 5.4 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of that Paid Content. However, if any change is made that would affect your use of the Paid Content, suitable information will be provided to you.
- 5.5 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform you at least 1 month before the changes are due to take effect. If you

do not agree to the changes, you may cancel the Contract as described in sub-Clause 12.1.

- 5.6 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to you before you purchased your Registration to access the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 5.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.11 regarding VAT, however).
- 5.8 All prices are checked by Us before they are set up on our system that then automatically accepts your order. In the unlikely event that We have shown incorrect pricing information or setup our process incorrectly, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Registration at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 1 month, We will treat your order as cancelled and notify you of this in writing.
- 5.9 If We discover an error in the price or description of your Registration after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 5.10 If the price of Registration that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order.
- 5.11 All prices on Our Site include VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

6. Orders – How Contracts Are Formed

- 6.1 Our Site will guide you through the process of purchasing a product or accessing free content. Please ensure that you have checked your order carefully before submitting it.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Registration constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Registration Confirmation by email. Only once We have sent

you a Registration Confirmation will there be a legally binding Contract between Us and you.

6.4 Registration Confirmations shall contain the following information:

6.4.1 Confirmation of the Registration ordered;

6.4.2 Confirmation of your acknowledgement that the Paid Content will be made available to you;

6.4.3 A unique link taking You to the training course or accreditation login page to create Your unique sign-in access.

6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 working days from your order being received.

6.6 Any refunds under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.

6.7 Refunds under this Clause 6 will be made using the same payment method that you used when completing your purchase.

7. Payment

7.1 Payment for purchases must always be made in advance. Your chosen payment method will be charged when we process your order and you will receive a Registration Confirmation (this usually occurs immediately and you will receive a message confirming your payment).

7.2 We accept the following methods of payment.

A: On our Site:

7.2.1 MasterCard;

7.2.2 Visa;

7.2.3 American Express;

B: Direct:

7.2.4 Payments by invoice and BACS

7.3 If you do not make any payment due to Us on time, We will suspend your access to the Paid Content. For more information, please refer to sub-Clause 8.5. If you do not make payment within a week of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.

7.4 If you believe that We have charged you an incorrect amount, please contact Us at admin@skarating.org as soon as reasonably possible to let us know. You will not be charged for Paid Content while availability is suspended.

8. Provision of Paid and Free Content

8.1 Paid Content appropriate to your Registration will be available to you immediately for on-demand courses or at the time of going live, for live courses and will continue to be available for a period of time as described in

clause 8.8

- 8.2 When you place an order for purchase or Registration, you will be required to expressly confirm that you have read our Terms of Use and wish the Paid or Free Content to be made available to you.
- 8.3 In some limited circumstances, We may need to suspend the provision of Paid and/or Free Content (in full or in part) for one or more of the following reasons:
 - 8.3.1 To fix technical problems or to make necessary minor technical changes;
 - 8.3.2 To update the Paid or Free Content to comply with relevant changes in the law or other regulatory requirements;
 - 8.3.3 To make more significant changes to the Paid or Free Content, as described above in sub-Clause 5.5.
- 8.4 If We need to suspend the availability of the Paid or Free Content for any of the reasons set out in sub-Clause 8.3, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Content, in which case We will inform you as soon as reasonably possible after suspension). If the suspension exceeds 5 days You will not be charged while availability is suspended and your Registration will be extended by a period equivalent to the length of the suspension. If the suspension lasts (or We tell you that it is going to last) for more than 30 days, you may end the Contract as described below in sub-Clause 12.2.
- 8.5 We may suspend the provision of the Paid Content if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however, if you do not make payment within 1 week of Our notice, We may suspend the provision of the Paid Content until We have received all outstanding sums due from you. If We do suspend the provision of the Paid Content, We will inform you of the suspension. You will not be charged for any Paid Content while the provision is suspended.
- 8.6 Any refunds under this Clause 8 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 8.7 Refunds under this Clause 8 will be made using the same payment method that you used when purchasing your Subscription.
- 8.8 Content for live online and in-person courses can be accessed for two months following completion of the final module. Content for short on-demand courses can be accessed for two months following purchase, and on-demand full courses and accreditations can be accessed for one year following purchase. The course exam must be completed within these timeframes. If more time is needed to access the content/take the exam an additional fee will be charged.

In summary:

- 8.8.1 Live online & in-person courses: 2 months following completion of final module, including exam where relevant.
- 8.8.2 Short on-demand course: 2 months following purchase, including exam where relevant.
- 8.8.3 Full on-demand courses: 1 year after purchase date, including exam where relevant.

8.8.4 All Accreditations: 1 year after purchase date.

- 8.9 We require a minimum number of attendees to proceed with a live session, this number can vary from course to course. We reserve the right to cancel up to 2 days before the delivery date if sessions haven't met the minimum required number of delegates and move, where possible the training sessions to new dates. We will transfer candidates to other similar course dates wherever possible. Candidates are entitled to a full refund if another date or course type is not convenient to them or will be charged/deducted accordingly if the price differs.

9 Licence

- 9.1 When you register to access Paid or Free Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid or Free Content for personal, or professional development purposes within the timeframes specified in clause 8.7 The licence granted to you does not give you any rights to Our Paid or Free Content (including any material that We may licence from third parties).
- 9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:
- 9.1.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid or Free Content (or any part of it) or make it available to the public except as permitted under the UK Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').
- 9.1.2 You may refer to our Paid and Free Content and quote from the Paid and Free Content only where we have explicitly made it clear You can do so and under specific to the Paid and Free Content, Creative Commons licences used. Where direct quotes from our material are referenced in comments and communication, please refer to us (Grigoriou Interiors) clearly.
- 9.1.3 If you wish to refer to any section or re-produce it, you need to contact us to agree a separate licence and fee. Please email us at admin@skarating.org for further details.

10 Problems with the Content

- 10.1 By law, We must provide digital content that is of satisfactory quality, fit for purpose, and as described. If any Content available through your Registration does not comply, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
- 10.1.1 If the Paid or Free Content has faults, you will be entitled to cancellation as described in clause 12.
- 10.2.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund.
- 10.2.3 If you can demonstrate that the fault has damaged your device or other digital content belonging to you because We have not used reasonable

care and skill, you may be entitled to a repair or compensation. Please refer to sub-Clause 13.3 for more information.

- 10.2 Please note that We will not be liable under this Clause 10 if We informed you of the fault(s) or other problems with particular Paid or Free Content before you accessed it and it is that same issue that has now caused the problem (for example, if the Content in question is an alpha or beta version and We have warned you that it may contain faults that could harm your device or other digital content); if you have purchased Paid Content, or registered to access Free content to use for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Paid or Free Content for that purpose; or if the problem is the result of misuse or intentional or careless damage.
- 10.3 If there is a problem with any Paid or Free Content, please contact Us at admin@skarating.org to inform our team of the problem.
- 10.4 Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Subscription.
- 10.6 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office in the UK.

11 Cancelling Your Subscription

- 11.1 If you are a consumer in the UK or European Union, by default you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund. The period begins once We have sent you your Registration Confirmation (i.e., when the Contract between you and Us is formed) and ends 14 calendar days after the date of Our Registration Confirmation.
- 11.2 After the cooling-off period, you may cancel your Registration at any time, however subject to subclause 11.3 and Clause 12, We cannot offer any refunds for the Complete Course and you will continue to have access to the Paid Content.
- 11.3 If you wish to cancel a live or in-person course before it begins, refund requests will be processed as follows:
 - 11.3.1 If the request is made at least one calendar month before the course or accreditation start date, a full refund will be issued.
 - 11.3.2 If the request is made at less than two calendar weeks before the course start date, no refund will be issued.
- 11.4 If you purchase a course or accreditation by mistake, please inform Us as soon as possible and do not attempt to access any Paid Content. Provided you have not accessed any Paid Content since the start date (of the purchase) We will be able to cancel the purchase and issue a refund. If you have accessed any Paid Content once the Monthly Registration is confirmed, We will not be able to offer any refund and you will continue to have access to the Paid Content as described in clause 11.2
- 11.5 If you've purchased an outright payment plan and would like to change to an instalment plan, please contact us at: admin@skarating.org and we'll be

happy to assist.

- 11.6 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation by email or by post and is effective from the date on which you send Us your message. To contact Us directly to cancel, please use the following details:
 - 11.2.2 Telephone: 0044 300 20 30 752 during the hours of 09.00 – 17.30 GMT Mon-Fri;
 - 11.2.3 Email: support@skarating.org
 - 11.6.3 In each case, provide Us with your name, address, email address, telephone number, and the Registration option you purchased.
- 11.7 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however, please note that you are under no obligation to provide any details if you do not wish to.
- 11.8 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 11.9 Refunds under this Clause 11 will be made using the same payment method that you used when completing your original purchase.

11 Your Other Rights to End the Contract

- 12.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Monthly Registration or the Paid Content (as described in sub-Clauses 5.3. or to these Terms of Use that you do not agree to. If the change is set to take effect or apply to you before the end of your current Monthly Registration, We will issue you with a pro-rated refund equal to the remaining time left in that Monthly Registration. If the change will not take effect or apply to you until the expiry of your current Monthly Registration, the Contract will end at the end of that Registration period, and you will continue to have access to the Paid Content until that date.
- 12.2 If We have suspended availability of the Paid Content for more than 30 days, or We have informed you that We are going to suspend availability for more than 30 days, you may end the Contract immediately, as described in sub-Clause 8.4. If you end the Contract for this reason, We will issue you with a relevant refund to your Paid Content use at the time.
- 12.3 If We inform you of an error in the price or description of your Registration or the Paid Content and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a full refund.
- 12.4 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 12.5 Refunds under this Clause 12 will be made within 14 calendar days of the date on which your cancellation becomes effective, using the same payment method that you used when purchasing your Subscription.
- 12.6 If you wish to exercise your right to cancel under this Clause 12, you may do so in any way you wish directly and please use the following details:

12.6.1 Telephone: 0044 300 20 30 752 during the hours of 09.00 – 17.30 GMT Mon-Fri;

12.6.2 Email: support@skarating.org;

12.6.3 In each case, provide Us with your name, address, email address, telephone number, and the Subscription option you purchased.

12.7 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however, please note that you are under no obligation to provide any details if you do not wish to.

13 Our Liability to Consumers

13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Use (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

13.2 We recognise that the knowledge acquired from our Paid or Free content may be used for professional or personal applications, however we make no warranty or representation that the Paid or Free Content is fit for commercial, business or industrial use of any kind. We will not be liable to you or any third parties for any losses or damages of any kind, loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

13.3 If, as a result of Our failure to exercise reasonable care and skill, any digital content (including but not limited to Paid Content) from Our Site damages your device or other digital content belonging to you, We will either repair the damage or pay you appropriate compensation. Please note that We will not be liable under this provision if:

13.3.1 We have informed you of the problem and provided a free update designed to fix it, but you have not applied the update; or

13.3.2 The damage has been caused by your own failure to follow Our instructions; or

13.3.3 Your device does not meet any relevant minimum system requirements that We have made you aware of before you purchased your Subscription.

13.4 Nothing in these Terms of Use seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors), or for fraud or fraudulent misrepresentation.

13.5 Nothing in these Terms of Use seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

13.6 Responsibility of permissions to share and publish specific client or personal project-specific details (indicative and but excluding drawings, schedules, reports, photos, names, addresses, personal details, and other such details) shared by You to Us as part of the Project Reviews lies solely with You. If you share information with Us for a Project Review then the responsibility of its suitability and permissions for publication lies solely with You. We will remind You of this when You send us details for a review to the best of Our efforts.

13.7 We do not accept any liability for the implementation of the material included in

the training material. Unless we have been directly appointed as specialist consultants on Your or Your Client's project the liability and responsibility of implementation lies solely with you. If such a case occurs where we are asked to advise a project directly as expert consultants, our consultancy agreement will be implemented, and our liability extended accordingly.

14 Contacting Us

14.1 If you wish to contact Us with general questions, complaints, praise, or matters relating to your Registration or purchase, you may contact Us

14.1.1 By telephone at 0044 (0)300 20 30 752 during 09.00 and 17.30 GMT Mon-Fri.

14.1.2 By email at support@skarating.org

15 Complaints and Feedback

15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint and feedback for improvement to any part of our service.

15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, which is as follows:

Your complaint is received and we confirm receipt of it by Us to You.

We register it on Our system on the day of receipt and quickly establish the time needed to resolve it fully or the time it will take Us to find out what has occurred to enable us to respond to Your complaint.

We reply back to You with Our timescale to respond and what We are planning to do.

We keep You updated on a daily or weekly basis depending on the length of time involved.

We confirm how the issue has been resolved and notify You as soon as it is.

If You wish to terminate the contract then We refer to the Terms of Use on the relevant situation.

When the complaint has been resolved We register it as closed on our system.

If the issue has lessons for us to improve our service to You and others then We will add it into our next service review plan.

16 How We Use Your Personal Information (Data Protection)

16.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of the UK and EU GDPR (General Data Protection Regulation) and your rights under the GDPR.

16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to [Our Privacy Policy](#).

17 Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under these Terms of Use (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Use (and the Contract) will not be affected and Our obligations under these Terms of Use (and the Contract) will be transferred to the third party who will remain bound by them.
- 17.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Use.
- 17.3 If any of the provisions of these Terms of Use are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms of Use. The remainder of these Terms of Use shall be valid and enforceable.
- 17.4 No failure or delay by Us in exercising any of Our rights under these Terms of Use means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Use means that We will waive any subsequent breach of the same or any other provision.
- 17.5 We may revise these Terms of Use from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Use as they relate to your Registration, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 12.1 above).

17 Law and Jurisdiction

- 17.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 17.2 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 17.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

18 SKArating Accredited Assessor Services Terms & Conditions

- 18.1 You agree to fulfil the requirements of the SKA rating Assessor at all times, maintain the highest levels of professionalism and integrity as noted below and accept:
 - a) To co-operate with all quality assurance requirements on all SKA rating services being provided by me under the SKA rating Assessor Accreditation Scheme.
 - b) To promote the objectives and purpose of SKA rating in my dealings as a SKA Accredited Assessor.

- c) To comply with such other requirements as the SKA rating Governing Board and Accreditation Manager shall determine.
- d) To accept that the SKA accreditation requirements and terms and conditions will change from time to time, and to comply accordingly in the notice period provided at each occasion.
- e) To ensure that Professional Indemnity Insurance is in place and will remain in place that will cover the work that I undertake and any liabilities arising out of that work.
- f) To accurately display all title, trademark and copyright notices belonging to SKA rating where the SKA rating materials are copied, distributed, displayed, reproduced, transmitted or otherwise.
- g) To not make claims of association or other type of relationship, or imply any such links, with SKA rating other than that of an Accredited Assessor.
- h) To pay a non-refundable registration fee and non-refundable annual subscription for all SKA rating Accredited Assessor services provided.
- i) To pay promptly any monies due to SKA rating, including but not limited to any registration fee, subscription, levy, arrears, fine or other penalty, or reimbursement as they fall due to SKA rating.
- j) 18.20 SKA rating reserves the right to introduce or increase any fee at any time in respect of SKA rating Assessor Accreditation. A notice period of 3 months will be given prior to any fee increases.

18.2 On termination...

- k) Following termination of my accreditation subscription or non-renewal, to not at any time use or permit to be used in conjunction with my name, or name of any organisation with which may at any time be associated with me or my firm, any designation or expression denoting or suggesting membership or any connection with SKA rating or of being "Accredited by SKA rating";
- l) Should I wish to terminate my accreditation subscription at any time, I will notify the accreditation manager in writing, and
- m) Accept that data related to the delivery of projects and associated activities with the development of SKA rating will be retained due essential operating data requirements.

19 Breach of the SKA rating assessor accreditation requirements

- 19.1 You agree that in the event of a breach of the SKArating assessor accreditation requirements, to comply with any sanctions or measures deemed appropriate by SKA rating which can include suspension pending re-entry.
- 19.2 SKArating may terminate my SKA rating Assessor Accreditation at any time, access to the SKArating online tool, and Assessor forum/community without any refund of payment being made, in the following circumstances:
- 19.3 Failure to meet the necessary requirements of the SKArating assessor accreditation and comply with the requirements in section 1 above in a timely manner;
- 19.4 Failure to comply with the SKArating Online Assessment Tool Terms and Conditions;

- 19.5 Failure to provide any information requested by SKArating related to the Ska Rating assessor accreditation within 14 days;
- 19.6 Failure to settle any payments due within 30 days of receiving an invoice.

Last updated November 2023