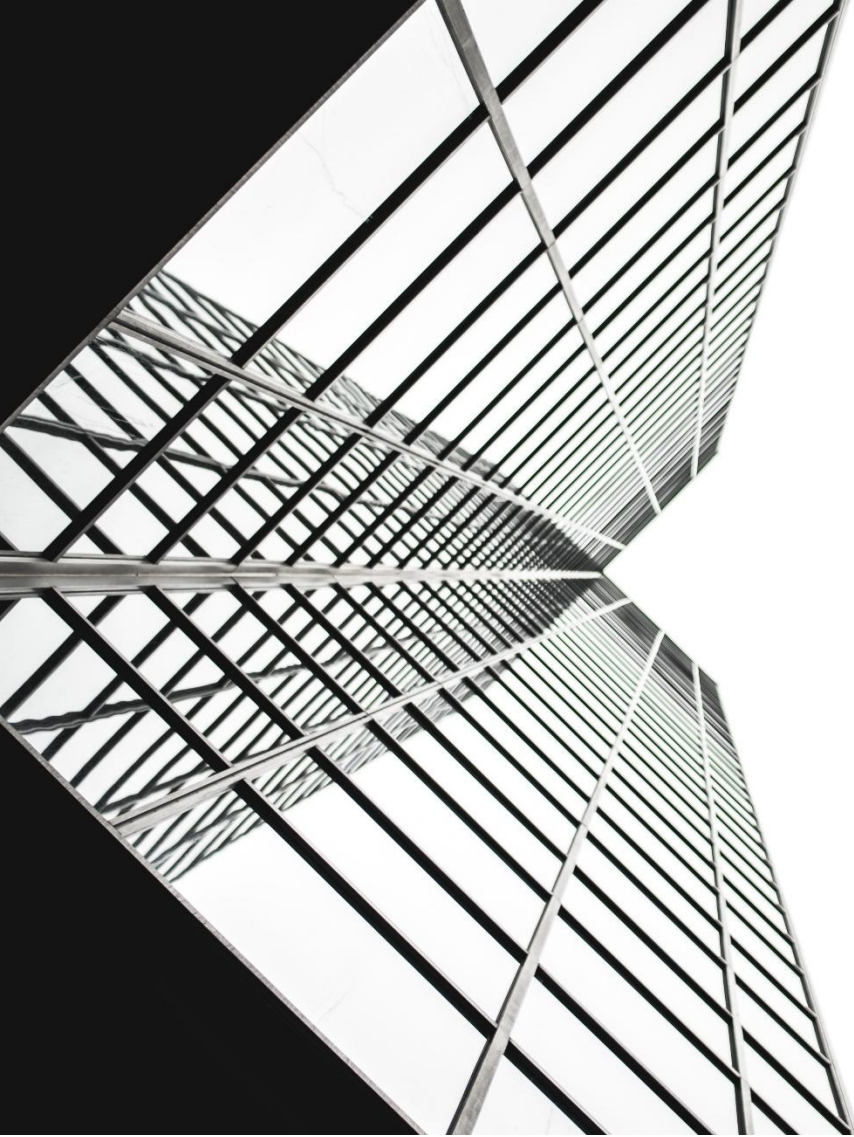




EWA 018 – Commercial Terms & Conditions

*Building Energy Management Systems
Experience Worker Assessment*

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Commercial Terms & Conditions

1. Acceptance of Terms

1.1 These Commercial Terms & Conditions ("Terms") govern all commercial transactions between Group Horizon Ltd ("Seller") and the customer or entity ("Customer").

1.2 By placing an order, receiving training, or otherwise engaging in a commercial transaction with Seller, the Customer agrees to be bound by these Terms.

1.3 These Terms shall apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

1.4 These Terms represent the entire agreement between the parties and supersede any prior discussions or correspondence.

2. Definitions

2.1 "Assessment" refers to the Experienced Worker Assessment offered by Group Horizon and purchased by the Customer.

2.2 "Candidate" refers to the individual undertaking the Assessment.

2.3 "Materials" refers to the supporting documentation and information (digital and physical) that accompanies the Assessment.

2.4 "Fee" refers to the price payable for the Assessment.

2.5 "Customer" refers to the person or organisation purchasing the Assessment, which may include the Candidate.

2.6 "Assessment Instructions"

Means the official guidance, documentation, or access credentials provided to the Candidate to begin preparation for their Assessment, including online platform logins, written task descriptions, or access to technical resources.

2.7 "Diagnostic Test" or "Preliminary Test"

Means any initial task, test, self-assessment, or evaluation completed by the Candidate prior to the full Assessment to determine baseline knowledge or readiness, whether online or in person.

2.8 "Induction Session"

Means the scheduled introductory session delivered by Group Horizon to the Candidate, whether online or in person, which provides orientation on the Assessment process, expectations, timelines, and compliance requirements.

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3. Confirmed Bookings

3.1 A booking is confirmed when accepted by Group Horizon Ltd in writing or by email.

3.2 Upon confirmation, the Customer is contractually bound by these Terms and payment obligations arise.

4. Assessment Instructions

4.1 Assessment instructions are provided to the Candidate upon receipt of payment.

5. Registration

5.1 Candidates are accepted on the understanding that they meet the stipulated prerequisites. It is the Customer's responsibility to disclose any relevant limitations or lack of suitability.

5.2 Failure to disclose such information may result in the Candidate's removal from the Assessment without refund.

5.3 Suitability includes but is not limited to experience, qualifications, and ability to complete practical components.

6. Changes, Cancellations and Transfers

6.1 Group Horizon reserves the right to improve or amend the specification, format, location or date of Assessments. Any changes will be communicated at the earliest opportunity.

6.2 Group Horizon may cancel or reschedule Assessments where required. Customers will be notified promptly.

6.3 Cancellation and Refund Policy

Once a booking has been confirmed and payment received, Group Horizon Ltd will proceed to arrange the necessary tests and associated administration. The following policy outlines the cancellation process and applicable refund conditions:

1. Application and Initial Payment

Upon application, the Candidate must pay the full programme Fee. Group Horizon Ltd will then arrange the relevant ECS/CSCS or equivalent competency tests.

2. Test Attempt and Resits

- If the Candidate **fails their initial test**, one **resit** will be arranged at no additional cost.
- If the Candidate **fails a second time**, a discussion will be held to assess whether continuing with this programme is appropriate.
- Following this review, Group Horizon Ltd may apply a **discretionary cancellation fee of up to 25%** of the total Fee to cover testing and administrative costs. Any remaining balance will be refunded.

3. Progression to Assessment Phase

- If the Candidate **passes the test**, the EWA (Experienced Worker Assessment) card will be applied for and issued.
- Once the card is issued, the Candidate will progress to the assessment phase of the course.

4. Cancellation After Card Issue

- The EWA card is valid for **18 months** from the date of issue.
- If the Candidate **cancels** after the card has been issued, Group Horizon Ltd may retain between **50% and 100%** of the total Fee to cover costs.
- The exact amount retained will be determined at the sole discretion of Group Horizon Ltd, based on the timing and reason for cancellation.

5. Appeals Process

- In exceptional circumstances, Candidates may appeal a cancellation charge.
- Appeals must be submitted in writing, and a decision will be communicated in writing **within 14 calendar days** of the appeal being heard.

6.4 All cancellations must be made in writing.

6.5 Group Horizon accepts no responsibility for any changes in the employment status of the Candidate. If a Candidate leaves their employer during or after the Assessment process, any reimbursement or cost recovery is solely a matter between the employer and the former employee. **In such cases, no refund or credit will be issued by Group Horizon Ltd under any circumstances.**

7. Payment Terms

7.1 All orders are subject to acceptance by the Seller.

7.2 Full payment must be received at least seven calendar days before the start of the Assessment or within 30 days of invoice, whichever is earlier.

7.3 Group Horizon reserves the right to remove a Candidate from the Assessment for non-payment.

7.4 Late payments may be subject to interest at 8% above the Bank of England base rate, plus statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

7.5 Group Horizon may suspend or terminate access to the Assessment and related materials until payment is made in full.

8. Conduct

8.1 Candidates must act reasonably and professionally. Group Horizon may remove a Candidate for misconduct at the discretion of the Assessor.

9. Complaints

9.1 Complaints must be raised initially with the Assessor. If unresolved, they will be referred to the Group Horizon Quality Manager in accordance with the Complaints Procedure.

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10. Health and Safety

10.1 All parties must comply with relevant Health and Safety legislation and codes of practice at all times.

11. Confidentiality & Data Protection

11.1 Group Horizon handles personal data in accordance with UK GDPR and Data Protection legislation.

12. Warranty

12.1 Group Horizon warrants the provision of services using reasonable skill and care.

13. Copyright

13.1 All intellectual property rights in the Assessment materials remain the sole property of Group Horizon or its partners. Candidates must not copy or share materials without permission.

13.2 The Customer shall not make any part of the Assessment materials available to third parties, whether for commercial or educational purposes, without written consent

14. Liability

14.1 Group Horizon is not liable for indirect or consequential losses. Liability is limited to the value of the Fee paid.

14.2 Nothing in these Terms excludes liability for death or personal injury resulting from negligence.

15. Termination

15.1 Group Horizon may terminate services for material breach of these Terms, including non-payment. Notice will be issued in writing.

15.2 Group Horizon reserve the right to suspend services pending investigation

16. No Refund Policy for Completed Elements

16.1 Once a Candidate has commenced any part of the formal Assessment process—including, but not limited to, online modules, technical interviews, or site-based occupational reviews—no refund will be issued. This reflects the allocation of assessment resources and the commitment of assessor time.

16.2 Similarly, no refund will be provided once an ECS/CSCS or other relevant competency card application has been submitted or approved, regardless of the Candidate's subsequent withdrawal or non-completion of the programme.

16.3 These terms apply in addition to the staged cancellation and refund conditions outlined in Clause 6.3.

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