

Rockschool Ltd

Website Examination Entry Terms & Conditions: Services to Consumers, Payment Online

Trading Terms & Conditions of Rockscool Ltd

These terms and conditions regulate the business relationship between you and us. When you buy services from us, you agree to be bound by them.

No person under the age of 18 may purchase Services. If you are under 18, please ask an adult for help with your purchase.

We are: Rockscool Ltd
Our address is: Harlequin House
7 High Street
Teddington, TW11 8EE
Company registration: 02610274

You are: A visitor to our Website/our customer

Rockscool Ltd cannot provide you with services until you have agreed to these Terms & Conditions. They represent the contract between you and Rockscool Ltd. By using the Rockscool Online Examination Entry System, you agree to be bound by them. This agreement binds both you and us as soon as you become a customer ('Entrant': see 1.1(A) below). This agreement may be changed at any time. When it is changed, your own contract is not changed. The version posted here at the time you entered for a Rockscool Graded Music Examination or continues to be valid.

The following Terms & Conditions apply to all Graded Music Examinations and entries made to Rockscool Ltd.

1 Definitions

1.1 The following definitions apply in these Terms & Conditions.

(A)'Entrant'. An Entrant is the person who makes the examination entry. This person may be (i) the person who is to be examined; (ii) a parent or guardian of the person who is to be examined; (iii) a school, college or other educational institution; (iv) an individual teacher entering multiple Candidates.

(B)'Candidate'. A Candidate is the person who is taking the examination.

These two terms are used interchangeably in these Terms & Conditions where each term best describes the person being addressed.

1.2 www.rockschool.co.uk ('our Website'). This means the entire computing hardware and software installation that is or supports our Website.

1.3 'Services'. This means the examination services we offer for sale on our Website and includes generally available updates and support services so far as specified for each service.

1.4 'Content'. This means any material in any form published on our Website by us or any third party with our consent.

2 Our Contract with You

These terms and conditions apply:

2.1 So far as the context allows, to you as a visitor to our Website; and

2.2 In any event to you as a buyer or prospective buyer of our services.

2.3 We shall accept your Examination Entries by e-mail confirmation. That is when our contract is made. Our message will confirm the examination entry (or entries) you have made and will outline the process by which your examination date(s) will be set and communicated to you.

2.4 Rockscool will endeavour to fulfil your requirements for examination in so far as it is possible for us to do so. We cannot, however, always guarantee that you will get either the examination date or location of your choosing. Entrants should always ensure that they let Rockscool know of all dates which a candidate cannot make at the time that entry is made. Entrants should also advise Rockscool after the entry has been made of any further dates when candidates are unavailable.

2.5 Rockscool may change these Terms & Conditions from time to time. The Terms & Conditions that apply to you are those posted on our Website.

2.6 Entrants agree that they have provided, and will continue to provide, accurate, up to date, and complete information about themselves and any candidates which they enter for Rockscool Graded Music Exams. Rockscool requires this information to fulfil the services within the contract.

2.7 Entrants who register with Rockscool for the purposes of entering candidates for Graded Music Exams are responsible for maintaining the confidentiality of their account details such as usernames and passwords and for preventing any unauthorised person from accessing such information. Rockscool will treat as void any transactions between any unauthorised third parties if we suspect that such transactions are initiated by invalid account users.

2.8 Entrants agree to accept responsibility for all activities and transactions that take place under their account and password. Entrants should tell Rockscool immediately if they believe that an unauthorised third party has accessed the Entrant's account without the Entrant's authorisation. Entrants are required under such circumstances also to reset their passwords without delay.

2.9 The Entrant represents that any username or email address selected by them, when used alone or in combination with a second or third level domain name, does not interfere with the rights of any third party and has not been selected by the Entrant for any unlawful purpose.

2.10 The Entrant acknowledges and agrees that if Rockscool has cause to believe that such selection does interfere with the rights of a third party or is being selected for unlawful purposes, then Rockscool may immediately suspend the use of such name or email address and the Entrant will indemnify Rockscool for any claim or demand that arises out of the Entrant's selection.

2.11 The Entrant acknowledges and agrees that Rockscool shall not be liable to the Entrant in the event that Rockscool is ordered or required by a court or judicial authority to desist from using or permitting the use of a particular domain name as part of a username or email address.

2.12 Nothing in these Terms & Conditions or on our Website shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

3 Examination Entry Procedures

3.1 The Entrant is the person who submits the examination entry. The Entrant may be either a Candidate in their own right or someone who acts on behalf of a Candidate (or Candidates) by being RockschooL's principal point of contact (see Definitions above). A Candidate who submits an entry is the Entrant for that entry. All Entrants must be 18 years old or over.

3.2 The Entrant has a number of responsibilities. These are:

To read and undertake to abide by these Terms & Conditions,
To ensure that any other persons connected with the examination are aware of the content of the Terms & Conditions and other relevant RockschooL examination regulations;
To ensure the accuracy of the Candidate information supplied, including name spellings, grades and subjects of examination, and details of any specific Candidate needs;
To make payment for the examination;
To notify any Candidates of the examination date, time and venue (where applicable); and
To receive the examination mark form/certificate and to pass them on to the Candidate (where applicable).

3.3 Each Entrant creates a User Account and is assigned a user name and password. The User Account reference name and number should be quoted in any communications with RockschooL. An Entrant's User Account details should not be disclosed to an unauthorised third party and may be changed by the Entrant at any time.

3.4 All written communications by RockschooL relating to the acceptance of an entry, payment, the allocation of exam dates and the result are sent to the Entrant by email or by post if done offline. Responsibility for an entry cannot be transferred to another party without the Entrant's written consent. While the Entrant remains RockschooL's principal point of contact in all matters, RockschooL reserves the right to share information regarding an examination with another party in response to a valid enquiry but only where that party is directly connected to the Entrant, such as a parent/guardian or school/college examinations officer. RockschooL will in all instances where information relating to a Candidate is requested ask for corroboration from the third party that they have a legitimate right of access to specific Candidate information and RockschooL will not comply with any such request where such corroboration cannot be supplied. RockschooL cannot become involved in any dispute or communication breakdown between an Entrant and the Candidate on whose behalf the entry has been submitted.

4 Grade Music Examination Entries

4.1 The Entrant must submit all examination entries by the published closing date, using the Online Entry form. Entries cannot be accepted by e-mail, fax or telephone.

4.2 Online Entry is available for all UK and Europe examinations and is made using the Online Entry System. The Entrant gains access to the Online Entry form by creating a User Account (see Section 4.3 above).

4.3 Rockscool will accept examination entries only in accordance with Rockscool's terms and conditions and on the understanding that in all matters the decision of Rockscool must be accepted as final.

4.4 Rockscool reserves the right to refuse, invalidate or cancel any entry and to return any entry received after the closing date has passed. In such cases, the entry fee(s) will be returned.

4.5 Entrant access will be restricted to certain parts of the Rockscool website. Entrants should use the dedicated sections of the Rockscool website for the purposes for which they were created. Any Entrant suspected of using the website for any other purpose will have their access to the site suspended permanently.

5 Examination Fees and Payments

5.1 Entrants must pay all examination fees in full at the time of entry. Entrants may pay by credit or debit card online, for more information on accepted credit/debit cards refer to the Rockscool website.

5.2 Entrants must submit their entries either before or on the closing date for the Examination Period that the Candidates wish to take an exam. The closing dates for each Examination Period are shown on the website.

5.3 Rockscool publishes its examination fees on its website and any changes to fees that normally come into force. All examination and other fees charged by Rockscool are inclusive of VAT. Entrants should check the lists of published fees prior to making an online entry. Rockscool publishes details of fees in Sterling and Euros on its website. Rockscool can accept entries from individuals, teachers, schools, colleges or private teaching organisations in the UK and the EU/EFTA. Examinations entered for and taken in the UK must be paid for in Sterling.

Examinations entered for and taken in the EU/EFTA must be paid for in Euros even if the currency of the country of origin in the EU/EFTA is not the Euro. Rockscool will not accept an Online Entry from any individual, school, college, teacher or other institution from any other country other than those listed for the UK, EU or EFTA where examination centres exist. Some other countries outside of the UK, EU and EFTA have dedicated country Representatives and in such cases all entries should be directed to the Representative. A list of countries where representation is available is shown on the International section of the website.

5.4 Where the entry is made on behalf of more than one Candidate, a single online payment (i.e. one credit/debit card transaction) must be made by the Entrant. Rockscool cannot process separate online payments for each Candidate. All school and college Entrants seeking to pay by invoice should submit an official requisition with a purchase order number and a completed Rockscool entry form (see www.rockscool.co.uk for forms). All fees, from whatever source, must be received before an examination session takes place.

5.5 Entrants should ensure that all online transactions are undertaken in a timely manner and should be aware that pages may 'time out' in specific circumstances outside of Rockscool's control. Rockscool cannot be held liable for any loss of data arising from such time outs or any other connectivity interruptions.

5.6 Entrants must ensure that all Candidate details are accurate at the point of entry. Any changes to Candidate details after certificates have been printed will result in a non-refundable **administration charge of £10** for each certificate that needs to be changed.

5.7 Rockscool accepts credit and debit cards in good faith and cannot be held liable for any third dispute arising from their use by individual Entrants. Once an Online Entry has been made and paid for, any chargeback by the Entrant will be considered fraud. Entrants seeking online refunds must refer to the refund terms and conditions shown in Section 8 below.

5.8 Rockscool will adhere at all times to the Data Protection Act. Individual card data is always encrypted and cardholder details are not retained once the transaction has been completed.

5.9 Once an entry and payment have been submitted, the entry fee cannot be refunded other than in accordance with Rockscool's regulations for withdrawals, non-attendance and fee refunds (see below).

5.10 Rockscool will notify the Entrant of any payment queries arising, or an outstanding amount as soon as possible after the entry has been processed. Where any such query has not been resolved by the date of the examination, Rockscool reserves the right to withhold the release of examination results/certificates for all Candidates entered by the Entrant.

5.11 Late entries may be accepted for inclusion in any examination period in the UK at the discretion of the Qualifications Manager. A non-refundable late **fee of £15** will be charged for any late Entrant in addition to the examination fee charged.

6 Examination Centres and Equipment

6.1 Rockscool provides examination centres for Graded Music Exams. See the Rockscool website for more details.

6.2 Candidates can nominate an examination centre from the list of public centres shown by Rockscool on its website. Rockscool will endeavour to schedule all Candidate entries at the centres of their choice but cannot always guarantee that the examination will be held at the centre nominated by the Candidate. However, the precise examination centre cannot be confirmed until after the examination timetables have been arranged. Each Candidate is notified of the examination centre at the time of the examination appointment.

6.3 Rockscool reserves the right not to use a specific centre if the number of Candidates is insufficient. In such cases, an examination appointment will be offered at an alternative centre nearest to the Candidate.

6.4 Examination centres are designed to provide Candidates with a suitable examination environment which is quiet, properly lit, heated and ventilated. Rockscool examination centres provide: a waiting room (or area) and an examination room. This contains all of the necessary equipment to conduct Rockscool examinations and is, where possible, out of hearing of the waiting room. A steward is present at all centres. All examination centres are regularly monitored by Rockscool.

6.5 Space in the waiting room may be limited and Candidates should therefore bring no more than one escort nor arrive more than fifteen minutes before the examination appointment.

6.7 All Rockscool centres provide a music stand, but Candidates are welcome to bring their own if they prefer.

7 Private Centres and Examiner Visits

7.1 Grade and Performance Certificate examinations may be held at premises provided by the Entrant in accordance with the regulations and requirements stipulated by Rockscool (Private Centres).

7.2 Private centres cater for Entrants with sufficiently large numbers of Candidates. Rockscool stipulates that an Entrant must have at least one day's worth of Candidates (usually defined by value of examination fees of £900 per day or 17+ Candidates) before a private centre can be authorised.

7.3 To qualify as a private centre, the Entrant must ensure that the entry fulfils the minimum Candidate requirements. The Entrant should also take into account the following criteria used by Rockscool when organising timetables: examinations do not normally begin before 9.00 or end later than 18.00. Morning and afternoon sessions normally include a break of 15 minutes. A lunch break of 45 minutes is also included. The standard examination day is 8 hours of examining time and entries exceeding this are usually timetabled on consecutive days.

7.4 Two or more Entrants may combine their entries in order to meet the minimum Candidate requirements but the examinations must be held at a single venue. An Entrant wishing to participate in another Entrant's private centre must seek permission from that Entrant before submitting an entry. The Entrant hosting the private centre is responsible for the provision of suitable facilities and arrangements and for the receipt of exam schedules and instructions from Rockscool.

7.5 Entrants hosting a private centre are responsible for ensuring suitable facilities and arrangements at their own cost: a waiting room (or area); an examination room, which is quiet as well as properly lit, heated and ventilated, and is, where possible, out of hearing of the waiting room; a suitable person to act as steward outside the examination room for the duration of the examinations in accordance with Rockscool's instructions.

8 Examination Schedules

8.1 Examination dates in the UK, Republic of Ireland are allocated centrally by Rockscool within the three examination Periods offered by Rockscool each year. Details of all examination sessions and closing dates are published in Rockscool's examination books and on the Rockscool website. Examination dates in the Rest of the World are allocated by Rockscool's country Representatives and Candidates in those territories should contact their local Representative.

8.2 Rockscool will endeavour to take into account, wherever possible, any date preferences indicated by the Entrant at the time of entry. However, examination dates are decided on the basis of scheduling examiners' time most efficiently while providing convenient appointments to as many Candidates as possible. Consequently Rockscool cannot always guarantee to fulfil any preferences indicated by the Entrant. The Entrant must therefore ensure that Candidates are ready for an examination from the first day of the examination period in question. Rockscool cannot accept entries that are conditional on particular dates being allocated or avoided.

8.3 Notification of the examination date, time and venue is sent to the Entrant as soon as possible after appointments have been allocated and examiners have been booked, and usually no later than four weeks before the examination date.

8.4 The notification also confirms the names, grades and subjects of Candidates entered, and any request for special arrangements/tests (for information about special arrangements see Section 15 below). The Entrant is required to check these details and notify Rockscool immediately of any errors or corrections.

Changes to Schedules and Appointments

8.5 For those entry options where Rockscool allocates the examination date, it is recognised that, on occasion, an allocated appointment will coincide with another important commitment. In such circumstances, Rockscool endeavours to offer an alternative appointment, in accordance with the regulations and requirements stipulated immediately below.

8.6 Candidates may change their examination date under exceptional circumstances. In such cases where an examination has been changed by a Candidate, Rockscool will charge the Candidate **a fee of £15** if the change is made within four weeks of the original examination date. Rockscool will charge the Candidate **a fee of £25** if the change is made within two weeks of the original examination date.

8.7 Any request for an alternative exam date must be made as soon as possible after the notification of an exam date has been received, and must state the reason for the request. It should normally be made by the Entrant; if made by another party, that person must confirm that the Entrant's agreement has been given. Notification of any new appointment will be sent to the Entrant.

8.8 Should Rockscool be able to meet a request for an alternative exam date, the appointment offered may be at any time within the examination Period in question and at any centre within the area.

8.9 If an alternative appointment offered by Rockscool is declined and the Candidate chooses not to take the examination on the date originally allocated, the Candidate will forfeit his entry fee unless a deferral fee (usually half of the original examination fee) is paid to move the entry to the next available exam period.

9 Withdrawals, Deferrals and Refunds

9.1 Any Candidate who withdraws from their examination, unless (i) the Candidate has sent written notice to the Rockscool head office and received special dispensation or (ii) the exam has been deferred in advance of the examination date (see 8.2 below), will forfeit their examination fee(s).

9.2 Candidates who withdraw from a scheduled examination in one period may defer to another by paying half of the examination fee again. Candidates may also, if they wish, upgrade their examination Grade by paying the price difference between the two Grades.

9.3 In the case of illness or injury the Candidate will receive a free deferral to the next Examination Period, provided that the conditions in regulation 8.1 are met. In exceptional cases the Candidate may be given a refund if the illness or injury will be long term and the Candidate is unable to take part in the next Period. In all cases of illness or injury Candidates must provide Rockscool with written notification supported by the appropriate documentary evidence, i.e. a medical certificate. The Candidate must send the documentary evidence no later than four weeks after the examination date.

9.4 A Candidate in quarantine for any infection must be withdrawn from examination. If examinations are cancelled owing to quarantine, alternative appointments/fee refunds may be offered at Rockscool's discretion.

9.5 Where an examination is missed due to circumstances beyond the Candidate's control (e.g. a major travel incident or damage to the Candidate's instrument immediately before the examination), as a first recourse Rockscool endeavours to offer an alternative appointment at the earliest opportunity within the current examination Period (this may be at any Centre within the area). Should this not be possible, a discretionary refund may be given, provided that the conditions in regulation 8.1 are met and that the written notification is supported by full details substantiating the application.

10 Grade Music Examinations Timing and Exam Conduct

10.1 Timings for Graded Music Examinations are specified on the Rockscool website. The timings shown here indicate the approximate duration of each examination and allow for the Candidate's entry and exit, any tuning time, as well as time for the examiner to complete the mark form between examinations. Examiners may, at their discretion, take more or less time than the specified timings.

10.2 Candidates with sensory impairments, learning difficulties or particular physical needs may qualify for an additional time allowance (see Section 13 below).

10.3 All Graded Music Examination Candidates are advised to attend 15 minutes before the start of the examination.

10.4 Candidates may not bring any unauthorised material or equipment (such as recording devices) into the examination room, and all mobile phones must be switched off. Any Candidate infringing this rule may be disqualified.

10.5 Generally, one examiner only is present in the examination room. At Rockscool's discretion, a second examiner may be present, for reasons of examiner training or quality assurance.

10.6 For monitoring and moderation purposes, examinations may, from time to time, be recorded. Such recordings become the property of Rockscool but remain strictly anonymous. Such recordings are not permitted for use in the case of appeals.

10.7 The examiner dispatches the mark forms to Rockscool in accordance with the instructions issued by Rockscool.

10.8 Rockscool does not accept responsibility for the loss of any mark forms in the post after their dispatch to Rockscool by the examiner. In such cases, Rockscool arranges for duplicate mark forms to be provided by the examiner with minimum delay.

11 Exam Schedules and Attendance Order

Rockscool Public and Private Centres

11.1 The steward is provided with a Candidate list showing the timetable for each day, including each Candidate's appointment time. Candidates are scheduled in an order that makes most efficient use of the time available. Grade 6-8 Drum Candidates wishing to use their own kits are usually scheduled immediately after breaks to give them time to assemble their kit. Candidates using their own kits are asked to collect them again at the earliest convenient opportunity: either during a subsequent break or at the end of the examination session.

11.2 If a Candidate withdraws from an entry (or is given an alternative appointment), the overall time allocated to that particular examination day remains as scheduled unless a replacement Candidate is allocated to the empty time. Appointment times for other Candidates in the same examination day remain as scheduled.

11.3 Should the Entrant hosting an exam session in a private centre wish to alter the order in which Candidates are examined they must approve any and all changes with the relevant examinations officer at Rockscool head office prior to the examination taking place.

12 Personnel Permitted in Examination Rooms

12.1 All examinations are conducted in English. A Candidate who is not comfortable using English is permitted to bring an independent person (who is neither a teacher of music nor a relative of the Candidate) to the examination room as interpreter. All Candidates wishing to use an interpreter should inform Rockscool head office in advance of the examination taking place.

12.2 With the exception of an interpreter, the Candidate is normally not permitted to enter the examination room escorted by another person. However, if permission is requested in writing from Rockscool at the time of entry, the Candidate may nominate someone who is neither a teacher of music nor a relative of the Candidate to be present (see Section 13 Special Considerations below). Exceptions may be made for Candidates with severe disabilities, subject to written medical information from a qualified practitioner.

13 Examination Order, Printed Music & Performance Requirements

13.1 Candidates have a choice of examination order depending on which examination they are attempting. A Candidate may choose to start with either:

- (i) the Technical Exercises or
- (ii) the Performance Pieces.

13.2 Teachers and Candidates are advised to pay close attention to the instrument-specific regulations contained in each Syllabus Guide.

13.3 Candidates may opt to bring in a Free Choice Piece (FCP) into their examination. In Grade exams, two FCPs are permitted. In Performance Certificates, up to three FCPs are allowed. Please note that FCPs are not allowed in Debut examinations, either in the Grade or the Performance Certificate. Candidates wishing to have FCPs approved in advance of their examination may submit the scores by post or email for such pieces to Rockscool in advance for adjudication to the Syllabus Adviser.

Copies of the scores for all FCPs along with a suitable backing track must be submitted to the examiner on the day of the exam. **Please note that the Rockscool Hot Rock series is now considered additional repertoire from which candidates can choose any, or all of their exam pieces. As they no longer fall under the FCP category candidates will not need to bring photocopies or backing tracks for the examiner.**

The definition of a musical score for this purpose is either (i) a copy of a printed version of the music; (ii) a legible handwritten version of the score; (iii) a 'lead sheet' consisting of chords and melody line or drum groove. Photocopying of material is discouraged with the exception of single pages to facilitate page turns. It is the Candidate's responsibility to ensure all photocopies are destroyed immediately after the examination.

13.4 Candidates failing to observe specific syllabus requirements or regulations may be penalised, or, in certain cases, disqualified.

13.5 Rockscool offers a limited overlap period, during which a preceding syllabus may, under certain conditions, be performed. This is usually two examination periods in the UK and three examination tours outside of the UK.

13.6 Candidates must use the designated Rockscool publications for use in the exam. Candidates are not permitted to share any grade books unless they are close family members.

13.7 Candidates should perform the music according to the written score as closely as possible, paying due attention to dynamic markings and other expressive indications where indicated. Candidates should endeavour to create their own solo passages where marked and to follow any *cont. sim.* markings in the score as appropriate.

13.8 Performing from memory is optional except for singers, who must perform some or all items from memory depending upon the grade. Singers attempting Grades 6-8 must also perform all parts of the exam using a microphone which they must supply.

13.9 Examiners may, at their discretion, stop the performance of any piece when they have heard enough to form a judgment.

13.10 The Copyright, Design and Patents Act 1988 does not permit the making or use of photocopies (or other kinds of copies) of copyright works with the exception of small extracts or quotes used in an examination context. In all other cases, application should be made to the copyright holder before any copy is made. It is the Candidate's responsibility to ensure that they act within the law with respect to the making and use of photocopies (or other copies).

Rockschool reserves the right to withhold the examination result of any Candidate where it has evidence of the use of an illegal copy (or copies) in connection with that examination.

14 Reasonable Adjustments and Special Considerations

14.1 Special consideration or reasonable adjustment may be given, at Rockscool's discretion, to any Candidate whose performance in an examination is felt to have been affected by their current circumstances, including: (i) Candidates who have a permanent disability or specific learning needs; (ii) Candidates who have a temporary disability, medical condition or learning needs; (iii) Candidates who are indisposed at the time of the assessment.

14.2 The provision for reasonable adjustments and special consideration arrangements is made to ensure that Candidates receive fair recognition of their achievement whilst maintaining the equity, validity and reliability of the assessment. In this way, these arrangements make valid provision for Candidates without making assessment easier for learners.

14.3 Candidates requiring access to fair assessment can gain these in the following ways: (i) through reasonable adjustments; (ii) through special considerations.

Reasonable adjustments

14.4 A reasonable adjustment is defined as an action that will reduce the effect of a disability or difficulty that places the learner at a substantial disadvantage during assessment. Reasonable adjustments must not affect the integrity of the assessment, but may involve: (i) making changes for individuals to the standard assessment arrangements, for example allowing Candidates extra time to complete the assessment; (ii) adapting assessment materials, such as providing materials in Braille for those with visual impairments; (iii) providing access facilitators during assessment, such as a sign language interpreter or a reader; (iv) reorganizing the assessment room, such as removing visual stimuli for an autistic learner.

14.5 Candidates must request a reasonable adjustment and have it approved by Rockscool before the assessment takes place. The use of a reasonable adjustment will not be taken into consideration during the assessment of a Candidate's work without such approval.

14.6 Rockscool will consider every request for a reasonable adjustment on a case by case basis. What is reasonable in terms of an adjustment to the assessment will depend on the individual circumstances, cost implications and the practicality and effectiveness of the adjustment.

Special considerations

14.7 Special considerations are different to reasonable adjustments as they apply to a disadvantage that occurs to the learner either just before or during the assessment. Reasons for special consideration could be: (i) temporary illness; (ii) personal injury; (iii) Adverse circumstances at the time of the assessment.

14.8 Further details are contained in Rockscool's *Reasonable Adjustments and Special Considerations Policy*, available on Rockscool's website. (NB these arrangements do not apply to Candidates suffering illness or injury in advance of an examination, for whom the recommended course of action is withdrawal: see Section 8 above).

14.9 Application for reasonable adjustments should be made by the Candidate in advance of the examination, usually at the point of entry. Application for special consideration should be made by the Entrant and must be sent in writing to Rockscool's Head of Operations as soon as possible, and no later than seven days, after the examination. Where appropriate, the application should be supported by documentary evidence, i.e. a medical certificate or a statement from an involved party.

14.10 Examiners are not permitted to determine whether special consideration should be given. Such decisions are made only by designated Rockscool personnel.

14.11 Candidates can be assessed only on the performance given during an examination and consequently an application for special consideration will not normally result in an adjustment to marks. Where a section of an examination is not attempted, marks for that section cannot be awarded, but a Candidate may still be successful and be awarded a certificate, provided that the marks awarded for the sections attempted total 60% or more.

14.12 Should an application for special consideration prove successful, the following possible outcomes will be considered by Rockscool in consultation with the Entrant:

1. minor adjustment to the marks awarded, if an identifiable event or circumstance has affected the performance in any section or sections
2. if appropriate, discussion of the provisional outcome (i.e. informal notification by Rockscool whether or not the Candidate has passed) and a decision by the Entrant/Candidate to accept the result without adjustment to the marks, with a written acknowledgement from Rockscool that external circumstances may have affected the Candidate's performance;
3. invalidation of the examination result and the opportunity for the Candidate to retake the examination at the earliest opportunity and at no extra cost (for Grade and Performance Certificate examinations, within the next examination period, although this may mean attending at an alternative venue).

14.13 Application for special consideration may delay the release of the examination result while investigation is carried out.

14.14 For a Candidate who has fallen ill or suffered injury in advance of the examination, the recommended course of action is withdrawal, followed by application for a deferral: it is not advisable for a Candidate who is unwell to attend an examination, nor for a Candidate suffering illness or injury to attempt an examination under disadvantageous circumstances that cannot be taken into account by the examiner.

15 Results and Certificates

15.1 Rockscool's marking schemes are outlined in the appropriate Rockscool instrumental Syllabus Guides. Copies of Syllabus Guides may be downloaded from the Rockscool website. Paper copies are available by post from the Rockscool head office.

15.2 Examiners report direct to Rockscool and are not permitted to divulge any information regarding examination results to any other person.

15.3 Grade and Performance Certificate examination results are usually issued two to three weeks after the examination date. Prior to their issue, results are subject to various standard checks and quality-assurance processes. Additional checks to a selection of results may mean that, in some instances, their release takes longer. However, every effort is made to keep any delay to a minimum.

15.4 A mark sheet is issued for each Candidate. For Graded Music Examinations, the mark form gives a breakdown of the marks awarded for each section and the total number of marks as well as the examiner's comments. When a Candidate achieves a total of less than 40 marks, a mark form recording only the examiner's comments will normally be issued, i.e. showing neither a breakdown of marks nor the total.)

15.5 All successful Graded Music Examination Candidates receive a certificate, which specifies the subject and grade in which they have been examined. Graded Music exam Certificates do not certify that the holders are qualified to teach, nor do they entitle them to append any letters to their names.

15.6 Unless the Entrant requests otherwise and in writing, the results (mark sheets/certificates) are posted to the Entrant, whose responsibility it is to pass them on to Candidates where appropriate.

15.7 Results are issued only in accordance with the procedures described here. Rockscool will not disclose examination results by telephone or e-mail.

15.8 Rockscool does not accept responsibility for the loss or non-receipt of any results after their dispatch by post. If results have not been received within the expected time, the Entrant should notify Rockscool and, if they are confirmed to have been dispatched, contact the local sorting office in case they are being held for collection following unsuccessful delivery.

Rockschool allows a period of 28 days after the original dispatch date in order to allow for undelivered or wrongly delivered results to be returned; during this time, written confirmation of marks may be requested by the Entrant. If after this period results are still missing, the Entrant should notify Rockscool and arrangements will be made for replacement mark sheets and/or certificates to be issued.

15.9 On application, the result of a past examination may be confirmed in writing to a concerned party (e.g. an Entrant, Candidate and parent/guardian):

- 1 *Examinations taken from 2002 onwards: an official application form should be downloaded from the Rockscool website and when complete sent to the Rockscool head office. Candidates should make it clear whether they are applying for confirmation of results or for a duplicate certificate. A charge of £10 will be made for a duplicate certificate.*
- 2 *Examinations taken before 2002: Candidates should complete the official application form from the Rockscool website in order to obtain confirmation of results. Rockscool are unable to provide duplicate certificates from this period.*

15.10 Following government accreditation of Rockscool graded music examinations, the Universities and Colleges Admissions Service (visit the UCAS website: www.ucas.org.uk) includes Grades 6–8 in the tariff for UK university and college entrance. At the discretion of individual institutions, students may benefit from the following points recommendations:

Grades and Performance Certificates: UCAS Points

	Grade 6	Grade 7	Grade 8
Pass	25	40	55
Merit	40	55	70
Distinction	45	60	75

15.11 The UK government requires examination data from Rockscool for all Candidates between the ages of 11 and 18. Results for Candidates between these ages are therefore passed on to the Department for Education (DfE) in strict confidence.

16 Appeals

16.1 Appeals should be submitted on the official appeal form available from www.rockschool.co.uk or on request for the Rockscool head office and should be addressed in writing to the Senior Examinations Officer, Appeals at Rockscool head office.

16.2 Appeals by Candidates will be considered if they concern: (i) appeals in respect of errors in procedure; and (ii) appeals in respect of errors in matching comments to marks awarded. Rockscool may also consider any appeals against Rockscool's decisions on reasonable adjustments or special considerations requests.

16.3 Candidates should contact the Senior Examinations Officer in the first instance no later than 30 days from the postmark of the result slip. Please provide as much information as possible to enable a thorough investigation to be carried out. All appeals should be **clearly marked** as appeals. Candidates may only appeal once their result has been received.

Appeals against errors in procedure or matching comments to marks awarded

16.4 Grounds for an appeal will only be accepted if the comments made by assessors or examiners on report forms do not match the marks awarded, or if the processes set out in examiners and centre handbooks have not been followed. Appeals which question the musical judgment of the examiner or the marks awarded will not be accepted if the process has been followed.

Appeals against awarding body decisions on special considerations or reasonable adjustments

16.5 A Candidate may make an appeal against Rockscool, if Rockscool has declined a request for a special consideration or reasonable adjustment. In these cases, the Head of Exams will review the application and make a final decision about whether the grounds for refusal was justified in terms of the equal opportunities and fair access to assessment policy and the policy for reasonable adjustments and special considerations. If a Candidate wishes to take their appeal further, they can contact the regulatory authorities.

16.6 A detailed copy of Rockscool's appeals process can be found on the Rockscool website.

17 Governing Law and Jurisdiction

17.1 These Terms & Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to English law.

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection these Terms & Conditions or their subject matter or formation (including non-contractual disputes or claims).