

Safety English Test (“SET”)

GENERAL TERMS & CONDITIONS

BACKGROUND:

These terms and conditions apply between you, the Client (“Client”), and Atlas Interactive Limited (“Atlas”) and Language Solutions International (“LSI”) which expression includes their successors and assigns, the “Providers” of the Services and the owners of the SET Website. Your agreement to comply with and be bound by these terms and conditions, and the grant of any and all licences required to access SET online are deemed to occur upon your first use of the Services.

1. Definitions and Interpretation

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means collectively the corporate information, and or candidate information and credentials used by Clients to access and manage the Services through the Website.
“Agreement”	means the binding agreement that shall come into effect between the Client and the relevant Provider [as determined by which provider the Client has purchased the services from] and which shall incorporate these terms and conditions.
“Content”	includes, but is not restricted to, the design, layout, graphics, screen shots, audio content, media content, text, software, data compilations and any other form of information capable of being stored in a computer, that appears on, or forms part of the Website.
“Fees”	means the revenue paid by Clients to enable them to access the Services.
“Invigilation Guidelines”	Means the recommended guide for Clients to invigilate SET under controlled conditions
“Provider(s)”	Atlas and LSI shall be collectively referred to as the Providers, and a reference to Provider shall be to either of them.
“Services”	means collectively the online test facilities, marking and support services that the Providers make available through the Website either now or in the future.

“User /Candidate” means any individual User and or candidate who has been authorised or otherwise permitted or allowed by the Client to access the Website and the Services.

“Website” means the website on which these terms and conditions appear - <http://www.safetyenglishtest.com> and any sub-domains of that website unless expressly excluded by their own terms and conditions.

- 1.2 Unless the context otherwise requires, each reference in these terms and conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 a Clause or paragraph is a reference to a Clause of these terms and conditions.
- 1.3 The headings used in these terms and conditions are for convenience only and shall have no effect upon the interpretation of these terms and conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. **Provision of Services**

Atlas shall provide full support and maintenance, free of any additional charges, to correct latent defects, bugs or errors which have an adverse effect on the use or operation of the Services, and shall provide support services in accordance with the following agreed service levels attached as Appendix 3 and also available to view at:

<http://www.safetyenglishtest.com/terms/SET-ServiceLevelAgreement.pdf>

LSI shall provide marking, assessment and rating services and shall be responsible for reporting test scores and issuing certificates. Under normal circumstances test results will be available within seven calendar days of the test having been completed. This may vary however dependant on marking capacity and cumulative test numbers at any one time. Further details of this process and the relevant timescales are detailed in **Appendix 2.**

It is strongly recommended that SET is delivered under controlled invigilated conditions in order to achieve the most reliable results and to ensure consistency and fairness. For this reason the Providers have established guidelines which can be used by all individuals who undertake an Invigilator role either internally for a Client company or externally at a Training Centre. These guidelines are detailed in Appendix 1 and are also available to view at:

<http://www.safetyenglishtest.com/terms/SET-InvigilationGuidelines.pdf>

3. Access to Services

- 3.1 The Client represents and warrants that they have the authority to enter into the Agreement, to use the Services, and to perform any and all acts as may be necessary under these terms and conditions.
- 3.2 If the Client is unable to comply with the requirements of sub-Clause 3.1 they shall be prohibited from using the Services and must not accept these terms and conditions.
- 3.3 IT requirements - It should be noted that specific software plug-ins may be required to access the Website and the availability and quality of the Services will be dependent on the suitability of the Client's or User's internet connection. The Client is therefore advised that there are minimum software and hardware requirements of which they have been duly made aware. The Providers will not be responsible for resolving any disputes and or technical problems arising over incompatibility issues in relation to the Services.

Minimum Hardware specifications (as at January 2017)

Element	Requirement
Processor Speed	<ul style="list-style-type: none"> 1.5 GHz
Available RAM	<ul style="list-style-type: none"> 2 GB
Graphics/Video RAM	<ul style="list-style-type: none"> 128 MB
Screen Resolution	<ul style="list-style-type: none"> 1024 x 768 up to 1600 x 1200
Colour Depth	<ul style="list-style-type: none"> 16 bit
Sound (Listen/Record)	<ul style="list-style-type: none"> 16 bit audio capable card with speakers or headphones Connected or integrated and enabled microphone
Online Bandwidth	<ul style="list-style-type: none"> 1Mbps per session (For optimum performance)
Online Connectivity	<ul style="list-style-type: none"> via HTTP & RTMP on TCP Port 80

Supported Software Platforms (as at January 2017)

Element	Requirement
Operating System	<ul style="list-style-type: none"> Microsoft Windows 7, 8 or 10
Browser	<ul style="list-style-type: none"> Internet Explorer 11 or Microsoft Edge
Flash Player	<ul style="list-style-type: none"> 25 or above (latest recommended)

It is strongly recommended that prior to any candidates sitting the test for the first time, that the Client ensures that computers and microphones at each individual test station are checked for technical compatibility to avoid any unnecessary delays or issues on the day of the test itself.

This can be done by accessing a dedicated test page which will immediately either confirm compatibility or diagnose any technical issues. This test page can be accessed at:

<http://www.safetyenglishtest.com/testcard/testcard.html>

4. Fees and Purchasing Information

At this time, online purchasing is not available; therefore, purchases must be made offline via a separate Purchase Order. The Services may be purchased by means of the Client issuing a Purchase Order to Atlas or LSI as relevant. The acceptance by a Provider of such a Purchase Order does not constitute acceptance of any terms put forward by the Client and these terms and conditions will govern the provision of the Services. Once such a Purchase Order has been received, the Client will be able to complete the online booking information form and commence online registration of candidates (**see Appendix 2**). All tests have a validity period of six months from the date of the relevant Purchase Order.

The prices displayed on the website or in any proposal or marketing document are in British Pounds (GBP £) and are exclusive of any applicable Value Added Tax, local taxes, sales or withholding tax, or any other fiscal withholding which may apply in the country of delivery. The amount payable and invoiced will always be net of any such deductions. If any type of withholding is legally required, this must be calculated and added to the total value such that when it is subsequently withheld, the net amount will be the amount shown as payable on the invoice.

All invoices have payment terms of strictly thirty (30) days. Any invoices which remain outstanding after sixty (60) days can result in the Providers refusing to accept any new orders placed by the Client. If an invoice remains unpaid after ninety (90) days, this will be considered a material breach of this Agreement and the Providers reserve the right to withdraw the Client's access to the Services until such time as the invoice is settled.

5. Use of Services

5.1 Clients are permitted to use the Services only in accordance with these terms and

conditions. Individual Users will be required to accept and comply with the End User Terms relevant to their use of the Services:

<http://www.safetyenglishtest.com/terms/SET-EndUserTerms.pdf>

- 5.2 The Client may authorise such access to the Services as corresponds to the number of individual tests that have been contractually agreed with a Provider at any one time.
- 5.3 Subject to any express agreement to the contrary, Clients may only access the Services through the normal means provided. Clients may not engage in any conduct that may disrupt provision of the Services.
- 5.4 Subject to any express agreement to the contrary, Clients may not reproduce, copy, duplicate, trade or resell the Services.
- 5.5 Subject to any express agreement to the contrary, the Client shall not assign or sub-licence this agreement or any of the rights, obligations, benefits or interests granted under the agreement.

6. **Intellectual Property**

- 6.1 All Content included on the Website, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of the Providers, their affiliates or other relevant third parties. By accepting these terms and conditions the Client acknowledges that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 6.2 Clients or individual Users may not reproduce, copy, distribute, store or in any other fashion re-use content material from the Website unless given express written permission to do so. In addition they are not permitted to rent, lease, sub-licence, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on, the whole or any part of the content.

7. **Links to Other Websites**

This Website may provide links to other websites as part of the Services. Unless expressly stated, such websites are not under the control of the Providers or that of its affiliates. The Providers assume no responsibility for the content of the websites and disclaims liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another website on this Website does not imply any endorsement of that website or of those in control of it.

8. **Disclaimer of Warranties**

Your use of, or reliance upon, any information or materials contained in, or any assessment results arising from, this SET software is entirely at your own risk. The Providers make no warranties of any kind related to the software, either express or implied. It shall be your responsibility to ensure that any information or assessment results made available by means of this software meets your specific requirements. The software is provided on an “as is” basis and the Providers make no representations or warranties as to the operability of the software, either in its present or any modified form.

8.1 The Providers shall use its best and reasonable endeavours to ensure that all information provided on the Website and the Services is accurate and up to date; however, they make no warranty or representation that this will always be the case.

9. **Availability of the Website and the Services**

9.1 The Website and the Services are provided “as is” and on an “as available” basis. The Providers give no warranty that the Website or the Services will be free of defects and / or faults. To the maximum extent permitted by law, the providers make no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

9.2 The Providers accept no liability for any disruption or non-availability of the Website or the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, and natural events, acts of war or legal restrictions and censorship.

10. **Limitation of Liability**

10.1 The Providers’ liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising out of our breach of these terms and conditions shall be limited to the value of the Fees paid for the Services in relation to any one claim or series of related claims.

10.2 For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website, the Services or reliance upon the results obtained through such use, to the maximum extent permitted by law, the Providers accept no liability. Users should be aware that they use the Website, the Services and all relevant Content at their own risk.

10.3 Nothing in these terms and conditions excludes or restricts the Providers liability for death or personal injury to the extent only that the same arises as a result of the negligence or fraud of the Providers, their employees, agents or authorised representatives.

11. **Term and Termination**

11.1 The term of the Agreement shall commence upon the Client’s acceptance of these terms and conditions, either online or by the issue of a Purchase Order and shall continue until terminated either by the Client or by a Provider in accordance with this Clause 11.

11.2 If a Client wishes to terminate the Agreement they may do so by:

11.2.1 Informing their Provider in writing that they wish to terminate this Agreement.

11.2.2 The Client will not be entitled to the refund of any unused Fees, being payments made for individual Users who have not yet utilised the Services at the date of termination.

11.3 The Providers reserve the right to terminate the Agreement, a Client’s Account and or a User’s access to the Services at any time for the following reasons:

11.3.1 The Client has committed a material breach of these terms and conditions, unless such breach is capable of remedy, in which case the right to terminate

immediately will be exercisable if the Client fails to remedy the breach within 14 days after a written notice to do so;

11.3.2 The Client has indicated, expressly or impliedly, that they do not intend to or are unable to comply with these terms and conditions;

11.3.3 They are required to do so by law;

11.3.4 It has become, in the opinion of the Providers, its affiliates or advisers, no longer commercially viable to continue providing the Services.

11.4 If a Provider terminates a Client's Account as a result of the Client's breach of these terms and conditions the Client will not be entitled to any refund.

11.5 If a Provider terminates a Client's Account for any other reason, the Client will be refunded any remaining balance of their unused Fees, by reference to payments made for individual Users who have not yet registered for access to the Services.

11.6 In the event that a Provider terminates a Client or User Account, the Client or User will cease to have access to the Services from the date of termination.

11.7 In the event that the Agreement is terminated, the Client and relevant User Accounts will be closed and their access to the Services suspended.

11.8 Upon termination of the Agreement, the Client shall cease to be bound by all obligations set out in these terms and conditions with the exception of those expressly stated to survive the termination of the Agreement.

12. **No Waiver**

In the event that either the Client or a Provider fails to exercise any right or remedy contained in these terms and conditions, this shall not be construed as a waiver of that right or remedy.

13. **Assignment**

Clients may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of their Provider, such consent not to be unreasonably withheld. The Providers may assign, charge, transfer or otherwise deal in any or all of its rights and obligations under this agreement and Client consents to all such dealings.

14. **Severance**

In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

15. **Entire Agreement**

These terms and conditions embody and set forth the entire Agreement and understanding between the Parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither the Client nor the Providers shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms and conditions, save for any representation made fraudulently.

16. **Notices**

All notices / communications shall be sent to the relevant Provider either by post to our premises or by e-mail at the respective addresses given below. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the e-mail is received in full on a business day and on the next business day if the e-mail is sent on a weekend or public holiday.

Atlas Interactive Ltd

Aberdeen Energy Park

Claymore Drive

Bridge of Don

Aberdeen AB23 8GD

United Kingdom

Attention: Harry van der Vossen

Tel: +44 (0)1224 708430 Fax: +44 (0)1224 708431

E-mail: harryvandervossen@atlasknowledge.com

Language Solutions International:-

11 Coldbath Square

London

EC1R 5HL

Attention: Crispin Tucker

Tel: +44 (0)20 7689 1900 Fax: +44 (0)20 7689 1901

Email: crispin.tucker@langsols.com

17. Law and Jurisdiction

- 17.1 These terms and conditions, the Agreement and all other aspects of the relationship between the Client and their Provider shall be governed by and construed in accordance with the Laws of England.
- 17.2 Any dispute between the Client and relating to these terms and conditions, the Agreement and all other aspects of the relationship shall fall within the exclusive jurisdiction of the courts of England.

Safety English Test (“SET”)

Appendix 1

Invigilator Guidelines

These guidelines are applicable to all individuals who undertake the Invigilator role either internally for a Company or externally at a Training Centre.

An Invigilator is responsible for ensuring that SET is delivered under controlled conditions. There are guidelines governing the process of invigilation that your Company or the Training Centre has agreed to comply with. These Invigilator Guidelines should be read by the Invigilator prior to them carrying out this role.

1. As an invigilator for this test, you accept responsibility for the delivery of SET to candidates that you invigilate. You are required to invigilate the test with appropriate care and diligence.
2. You must verify the identity of each candidate using one of the approved verification methods (Photographic ID e.g. passport, National ID Card, Driving Licence). If you are not able to verify the identity of a candidate you will not permit them to take the test.
3. You must be able to monitor candidates at all times during the test and you must ensure that the environment used for the test is as free of distraction, disturbance, noise and smells as is practicably possible.
4. You are responsible for ensuring that candidates complete the test without any undue guidance or assistance from you, and without any assistance from any other person. This will include removing or blocking access to reference material, either online or in hard copy, ensuring mobile phones, digital cameras and all other communication devices are switched off during the Test.
5. You will ensure that candidates taking the test do not talk to each other, and that silence is observed [except for during the speaking module] in the test room unless a candidate requires assistance from you in connection with technical or operational issues. You will never advise candidates on the best answer to any question or give any further explanation of what a question might mean or what answer is expected.
6. You are responsible for ensuring that no candidate copies, records or otherwise makes a record of any part of the test.
7. You will explain that the test is an online Safety English Test for the energy industry, designed to assess the delegate’s ability to operate safely in the English Language. There is no pass / fail associated with the test – it provides a grading of ability based on the Common European Framework of Reference for languages (CEFR). You will be required to demonstrate:
 - How the Test functions
 - How to log in and log out of the Test

- How to use the keyboard/mouse controls, the headset and microphone, to respond to instructions within the programme

You will explain that the test questions are all randomised, so that each candidate taking the test is likely to have a different set of questions from the other candidates.

8. You are responsible for briefing the delegate regarding:
 - Safety and evacuation procedures in the area concerned.
 - How to start and navigate the Test.
 - That there are instructions on how the questions in each module are constructed and example questions available prior to starting the Test.
 - Once the test has started they will not be able to log out and back in - the Test has to be completed in one sitting.
 - That it will comprise four modules – reading, listening, writing and speaking.
 - That they will be given the opportunity to test the recording function prior to answering the speaking questions.
 - That the results will be sent in the first instance to the company who arranged for the Test and that Company chooses whether to issue a Certificate to the delegate.
 - That the marked assessment will comprise a RAG (red, amber, green) grading in each of the four areas tested and that this will be summarised on the Certificate.
 - Ensure that the participant knows how they can ask for your assistance in case of difficulty.
9. You must explain to delegates that they are required to complete the test on their own, without assistance, and without reference to any other person. Talking between candidates during the test is not permitted.
10. You must maintain a log of any incidents that affect the delivery of the test and immediately inform Language Solutions International (contact details below) of any incident that may have affected the validity of the Test and result in non-compliance. Where necessary, you should advise the candidate that their results may be invalid and that they may be required to re-take the Test accordingly.
11. All tests are monitored by LSI and Atlas. If there is suspicion of non-compliance with test regulations, this will be investigated, and may result in the test being unscored.

Language Solutions International
11 Coldbath Square
London EC1R 5HL
Tel: +44 (0)20 7689 1900
Fax: +44 (0)20 7689 1901
Email: set@langsols.com

Safety English Test (“SET”)

Appendix 2

Booking and Registration Process

1. Once a Purchase Order has been raised for SET Licences, the Client should nominate a Client Administrator. Please note that neither Atlas nor LSI will deal directly with individual candidates. All administrative and support matters will therefore be dealt with via the Client Administrator and / or Invigilator.
2. The Client Administrator will be granted SET client administration rights and provided with login details to the SET Portal. The Client Administrator can then complete the online booking form. The link to this form can be found on the SET Portal and is also available at: <http://www.safetyenglishtest.com/bookingform>
3. The booking form requires the Client Administrator to enter the following information:
 - a. Company Name
 - b. Contact Name (Client Administrator)
 - c. Contact e-mail address
 - d. Contact Telephone Number
 - e. Planned Test date
 - f. Total number of expected candidates for the specified Test date
4. Upon submitting the booking form, the above details will be sent automatically as an e-mail to LSI and Atlas.
5. The Client Administrator will receive an automatic e-mail confirmation that the booking form has been received.
6. If this is the first time the Client has delivered SET then each work station should be tested for technical compatibility using the dedicated IT compatibility test page available at: <http://www.safetyenglishtest.com/testcard/testcard.html>
7. The Client Administrator will also be required to set up and register the individual candidates on the SET portal. Each candidate will be allocated with a user name and password.
8. The Client then manages the SET Tests under invigilated conditions on the scheduled Test date.
9. Upon completion of the Tests, LSI will within 2 calendar days, inform the Client of the anticipated turn-around time for the Test results. Under normal circumstances Test results will be available within seven (7) calendar days of the Test having been sat.
10. Once marked, the Client Administrator will be able to review the results directly on the SET Portal and will also be able to print the certificates.

Safety English Test (“SET”)

Appendix 3

Service Level Agreement

SERVICE LEVEL AGREEMENT in relation to the Safety English Test (“SET”)

Atlas Interactive Limited (“Atlas”) shall provide full support and maintenance, free of any additional charges, to correct latent defects, bugs or errors which have an adverse effect on the use or operation of SET, and shall provide support services in accordance with the following agreed service levels:

1. The support services shall be performed in a timely and professional manner by technicians familiar with SET and its operations.
2. Atlas shall provide (by remote means) telephone and e-mail assistance with respect to SET including:
 - (i) clarification of functions and features of SET;
 - (ii) clarification of documentation pertaining to SET;
 - (iii) error verification, analysis and correction to the extent possible by telephone and e-mail;
 - (iv) interface any queries over marking with the exam marking team.

Atlas shall provide these services on a 24 hour, 7 days a week, 365 days a year (366 days in a leap year) basis.

Please note however that non-technical queries that must be directed to the SET marking team can be reported at any time but will only be answered between 9AM to 5PM on UK working days.

3. Where problems cannot be resolved without considerable modification to SET, or within a suitable timeframe, Atlas shall issue an avoidance procedure to be followed. “Avoidance Procedure” shall mean an instruction that provides a technical measure to operationally avoid an identified problem with SET. At its discretion, Atlas shall then, at a later date, provide a suitable alternative remedy or if this is not practical, advise the Client Company that the Avoidance Procedure will remain in place.
4. Atlas shall ensure that the availability of SET via the SET Portal (at <http://www.safetyenglishtest.com/>) is maintained at 99.9% service availability.
5. Atlas shall provide Support Services in accordance with the following service levels unless agreed otherwise between Client Company and Atlas:

Priority	Response Time	Resolution Time
Priority 1	One (1) hour	Four (4) hours
Priority 2	Four (4) hours	Twenty four (24) hours
Priority 2A	Four (4) hours	Next working day - answered between 9AM to 5PM on UK working days
Priority 3	Four (4) hours	Seventy two (72) hours

Priority ranking shall be identified as follows:

Priority	Description
Priority 1	<ul style="list-style-type: none"> • SET unavailable • SET Portal inaccessible • Data corruption • Log-in problems
Priority 2	<ul style="list-style-type: none"> • SET defect, preventing completion of the Test
Priority 2A	<ul style="list-style-type: none"> • Test marking queries
Priority 3	<ul style="list-style-type: none"> • Minor Test defects (not preventing Test completion, Reporting or Scoring issues)

Please note that all support queries must be raised by the nominated Client Administrator or Invigilator. Neither Atlas nor LSI will deal directly with individual candidates.

Support Services do not include the following:

- (i) Resolution of problems caused by any modification, alteration or addition to SET performed by persons other than Atlas.
- (ii) Modification work of any kind, which is required as a result of the Client Company amending, upgrading or changing in any way the IT infrastructure for which SET was originally designed or on which SET was originally deployed.
- (iii) Software programs provided by third Parties or created by Client Companies or defects in any software other than SET to which these Terms and Conditions relate.
- (iv) Support shall only be provided for the version of SET currently deployed by Atlas.
- (v) Perceived malfunction of SET due to aesthetic issues such as font size, colour, typeface or grammar.

24 x 7 Technical Support can be contacted by the following means:

E-mail: support@safetyenglishtest.com

Telephone: +44 (0)844 247 21 21