

# Certified Public Accountants Association Terms and Conditions Certification Packages and Qualifications

## 1.0 Definitions

**Certification Pack**; defined in 3.0

**Certified Public Accountants Association**; a not for profit company limited by guarantee without share capital, registered in England and Wales under company number 03448159.

**CPAA**; the Certified Public Accountants Association.

**Exam**; an assessment provided by the Association.

**HMRC**; His Majesty's Revenue and Customs.

**Learner**; a person studying accountancy, bookkeeping or taxation.

**Student**; a natural person who has purchased a Certification Pack.

**Study Text**; a text provided by the CPAA to provide knowledge needed to pass an exam.

**The Association**; the Certified Public Accountants Association.

**Unit**; a specific subject area, covering a series of learning objectives which are examined by the Association as part of its qualifications.

## 2.0 About the Certified Public Accountants Association and its Qualifications

2.1 The Certified Public Accountants Association (CPAA, the Association) is a not for profit membership organisation, incorporated in England and Wales as a company limited by guarantee without share capital, under company registration number 03448159.

2.2 Accountants join the CPAA for a variety of reasons; including to access its CPD offerings; support its advocacy work on behalf of the profession and practitioners; demonstrate their commitment to professional standards; recognition of their knowledge/experience.

2.3 The CPAA's main focus is upon small UK based accountancy practitioners; those typically operating as sole practitioners, small partnerships or micro-/small- limited companies with a small number of employees and directors, who provide bookkeeping, accounts preparation and tax services to individuals, micro- to mid- sized businesses.

2.4 Membership of the CPAA is not compulsory, or in any other way required, to practice as an accountant in the United Kingdom or any other jurisdiction which the CPAA is aware of. Membership of the CPAA is not required to register as a Tax Agent with HMRC.

2.5 The Association at present offers two qualifications; the Level 3 Certificate in Public Practice Accounting; and, the Level 4 Diploma in Public Practice Accountancy and Taxation. Both qualifications are focused on the skills and knowledge needed by those working in small accountancy practices.

2.6 The Association's qualifications are offered as unregulated qualifications; that is the CPAA is not an Awarding Organisation regulated by Ofqual. Many other accountancy qualifications, including the ACA and ACCA qualifications are not regulated qualification, while some, such as many offered by the AAT and CIPFA are. The regulated status of a qualification can be checked here -

<https://www.gov.uk/find-a-regulated-qualification>

*Student obligations to perform due diligence and reasonable research before purchasing a CPAA Certification Pack*

2.7 The market for accountancy, tax and bookkeeping qualifications in the UK is diverse and learners should perform research into qualifications they are interested in to ensure they are suitable for their needs.

2.8 The Association will offer impartial advice, on request, over the phone or by email to prospective students or those interested in accountancy qualifications to help them make a decision on which, if any, qualifications they wish to pursue.

2.9 CPAA qualifications can be taken alongside or in addition to other qualifications. The costs associated with gaining the CPAA's qualifications are competitive.

2.10 Both of the Association's qualifications consist of three [3] units. Each unit has an associated unit specification which details the assessment criteria for that unit. Unit specifications and overviews are published on the CPAA website and can be requested by emailing [admin@cpaa.co.uk](mailto:admin@cpaa.co.uk).

2.11 The CPAA operates a 'Misselling Policy' which all prospective and existing Students are encouraged to read. This policy explains how the Association avoids misselling and provides a mechanism to report misselling should a prospective or existing Student feel they have identified it.

2.12 The Association cannot be held liable if a prospective or existing Student has made any monetary, time or other investment in pursuing one or more of the Association's qualifications or memberships and discovers that they do not meet their needs. It is the obligation of the prospective or existing Student to have conducted appropriate research and due diligence.

2.13 An exception to 2.12 will be made if it is determined that the Association, has breached its 'Misselling Policy' or in some other way has intentionally misled a Student or prospective Student (the Action) in such a way that it can be reasonably be assumed that the Action caused the student to make an investment in pursuing one or more of the Association's qualifications or memberships. In such cases the Association will ensure that appropriate and proportionate safeguards are put in place to prevent similar incidents. The Association's liability will be limited to the monetary cost of any Certification Pack, or service, purchased or two months' of membership fees if the Student or prospective Student has become a Member (whichever is greater).

### **3.0 Certification Packages**

3.1 Any Student wishing to take exams or be awarded a qualification operated by the Association must purchase the Certification Pack which corresponds to the qualification they wish to pursue/exams they wish to take.

3.2 Certification Packs bundle study support and exam costs, for a specific qualification. Specifically each Certification Pack includes:

- a) Study Text relevant to the qualification
- b) The ability to undertake all exams associated with the qualification
- c) The ability to undertake two (2) resit exams, for each unit, if the Student fails an exam

3.3 Certification Packs can be purchased by completing a digital Purchase Form accessible via the Association's website or by emailing [admin@cpaa.co.uk](mailto:admin@cpaa.co.uk). These Purchase Forms are not available in any other format, though support in filling the form out can be provided over the phone during the CPAA's opening hours (advertised on [www.cpaa.co.uk](http://www.cpaa.co.uk)). A trusted third party may complete the Purchase Form and payment on behalf of the Student, though they must have the legal authority to do this and these terms must be read to the Student before the form and payment is submitted.

3.4 Payment must normally be made by credit or debit card in accordance with the Association's 'Fees and Refunds Policy'. Alternative payment may be accepted as part of a Reasonable Adjustment. The cost of each Certification Pack is detailed on the form.

3.5 The Association reserves the right to; modify the price of the Certification Pack at any time; to offer promotions and discounts at any time; or to offer free Certification Packs to certain people. Such changes will not affect anyone who has already purchased a Certification Pack.

3.6 Certification Packs cannot be sold, gifted or otherwise transferred to anyone. Only the person named on the Purchase Form may use the Certification Pack to pursue the associated CPAA qualification.

#### *Certification Pack Registration Number*

3.7 Issued Certification Packs are tracked using a Certification Pack Registration Number (CPRN) issued by the Association after the Certification Pack has been purchased.

3.8 Students must maintain a secure record of their CPRN as it is needed to register for exams.

#### *Exhausting exam and resit vouchers*

3.9 If a Student uses all the exam and resit vouchers within their Certification Pack and has not achieved the qualification they are required to purchase a new Certification Pack.

### **4.0 Requirements to become a Student/purchase a Certification Pack**

4.1 All Students must be natural persons. While a corporate entity can purchase a certification pack, a natural person must be named on the Purchase Form.

4.2 All Students must be resident in the United Kingdom.

4.3 Students must be able to supply a copy of Acceptable Photo ID.

4.4 Students must be at least eighteen (18) years old at the time they submit the Purchase Form.

### **5.0 Acceptable Photo ID**

5.1 The following is acceptable photo ID for the purposes of these Terms and Conditions:

- a) UK/EEA photo driving licence
- b) Passport
- c) UK shotgun licence
- d) PASS card
- e) Biometric residence Permit

### **6.0 Registering for Exams**

6.1 Upon purchasing a Certification Pack a link to a digital Exam Booking Form will be sent to the email address used when completing the Purchase Form. The Exam Booking Form can also be requested from [admin@cpaa.co.uk](mailto:admin@cpaa.co.uk) or accessed from the Association's website ([www.cpaa.co.uk](http://www.cpaa.co.uk)).

6.2 Students must accurately provide all information requested on the Exam Booking Form, including their CPRN. The Association will verify the Student's identity and their right to take the exam (that they have purchased a valid Certification Pack). The Association reserves the right to refuse an exam booking if the Student's identity or the valid Certification Pack cannot be verified.

#### *Preferred date and time*

6.3 When registering for an exam Students must select a preferred date at least fourteen (14) normal working days from the day they are booking. The Association will make all efforts to accommodate a Student's preferred date and time for their exam, though this may not always be possible due to; the availability of third party systems (such as the Association's remote invigilation partner Meazure Learning); or, due to resource availability (such as CPAA employee availability); or, due to maintenance/updates to the exam question banks.

6.4 If a Student's preferred date/time cannot be accommodated, a representative of the CPAA will contact the Student to offer alternative dates/times. A booking will not be made without the agreement of the Student.

#### *Confirmation of exam booking*

6.5 Once the Association receives a Student's exam registration form confirmation of the exam date and time will be sent to the Student. The exam registration is not confirmed until the Association has issued written confirmation by email. The CPAA cannot be held liable in the event a Student makes preparations for an exam before confirmation has been sent.

#### *Changing the date or time of an exam*

6.6 If a Student wishes to change the date/time of an exam they should contract the Association as soon as possible. The Association will make all efforts to change the date/time of the exam, but will be unable to do this if the change request is received within seventy-two (72) hours before the date/time of the exam. If a change request is received within ten clear working days of the date of the exam (this is ten working days plus the date of the exam), the Association reserves the right to pass any charges incurred from any of its assessment delivery partners (subject to the CPAA's Reasonable Adjustments Policy).

Note on Reasonable Adjustments: if the Student is experiencing exceptional circumstances, (and can evidence these) which have required them to change the date/time of their exam, the Association may waive any charges it would have normally passed to the Student under this policy.

### **7.0 Format of exams and exam requirements**

7.1 All exams are delivered remotely using solutions provided by CPAA's partners Cirrus and Meazure Learning. Exams are not offered using other services or in other formats. If a Student is unable to meet these requirements, they will be unable to take any of the Association's exams.

7.2 Students are advised of the ICT requirements of the exams once they have purchased a Certification Pack and when they register for an exam. Details of the requirements can be found on Meazure Learning's website (<https://support.proctoru.com/hc/en-us/categories/115001818507>) and Cirrus' website (<https://cirrusassessment.com>).

7.3 If, after purchasing a Certification Pack, a Student can demonstrate that the requirements have changed in such a way that they were able to meet the old requirements, but due to the change can no longer meet them, they can be awarded a partial refund (please see the CPAA's Fees and Refunds Policy). It is the responsibility of Students to ensure they meet the computing and internet requirements to take the Association's exams. Any questions about the requirements can be addressed in writing to [admin@cpaa.co.uk](mailto:admin@cpaa.co.uk).

7.4 All exams are timed and will end once the time limit has expired. Students will be advised of the time limit when registering for the exam.

## **8.0 Exam cancellation, failure to show and issues with exam delivery**

8.1 If an exam is cancelled by the Association or any of its partners, the Student will be given another opportunity to sit the exam (the 'new exam'). The new exam will not count against any remaining exams they are entitled to under the Certification Pack they have purchased. If the new exam is also cancelled by the Association or any of its partners the Student will be entitled to a compensation payment of £75 and an additional exam sitting.

8.2 If the Student experiences technical difficulties on the day (excluding technical issues related to the Student's ICT equipment/services or difficulties caused by the Student not correctly following instructions/guidance sent to them prior to the exam) the Student will be given another opportunity to sit the exam (the 'new exam'). The new exam will not count against any remaining exams they are entitled to under the Certification Pack they have purchased. If technical difficulties are also experienced during the new exam the Student will be entitled to a compensation payment of £75 and an additional exam sitting.

8.3 If the Student fails to show for their exam and has not made an appeal for a Reasonable Adjustment, they will be awarded a score of zero on the exam.

## **9.0 Exam conduct**

9.1 All exams must be sat by the student who has registered for them. Students are not permitted to allow someone else to sit the exam on their behalf.

9.2 All exams are closed book exams. Students are not permitted notes, study texts or the use of the internet for research during the exam. Blank paper may be used for note taking in the exam. A standard or scientific calculator may also be used.

9.3 The internet may only be used to deliver the exam and remote invigilation. The Student is not permitted to use the internet for any other purposes.

9.4 Mobile phones, tablets, headphones and other electronic devices (excluding the computer and monitor(s) being used to take the exam) cannot be within the environment in which the Student is taking the exam.

9.5 Students must be respectful and comply with all reasonable requests from the invigilator/proctor before and during their exam.

## **10.0 Plagiarism and cheating**

10.1 Plagiarism is the act of: presenting work or ideas from another source as your own, with or without consent of the original author, by incorporating it into your work without full acknowledgement.

10.2 Cheating involves dishonestly gaining an advantage during the exam. Students who are found to have contravened the 'exam conduct' section (section 9.0) of this policy will have been found to have cheated.

10.3 The Association has a zero tolerance approach to plagiarism and cheating.

#### *Reports of plagiarism or cheating*

10.4 Each exam is remotely invigilated by an invigilator/proctor assigned by a designated partner. This invigilator/proctor will make a report of any suspected or confirmed cheating.

10.5 Reports of cheating from anyone other than the designated partner or their appointed invigilator/proctor must be received with evidence.

#### *Student's right to respond*

10.6 Upon receiving a report of cheating the Association will present report and any evidence to the student for response.

10.7 The Student will be given ten (10) days to respond.

#### *Decision*

10.8 The Association's Operations Manager will make a decision, within ten (10) normal working days, as to whether the Student on the balance of probability, had cheated or not.

10.9 If it is determined that the Student had cheated then their results will be voided and they will be prevented from pursuing any qualification offered by the Association for a period of ten (10) years.

10.10 If it is determined that the Student has not cheated then their result will be released and they can continue to pursue qualifications offered by the Association.

10.11 The decision will be communicated to the Student by email.

#### *Appeals*

10.11 The Student may appeal the decision in writing no later than ten (10) normal working days after the decision has been issued.

10.12 Any appeal will be reviewed by the Board of Trustees, or a group of at least three (3) Members of the Association.

10.13 An appeal may result in the Operations Manager's decision being upheld or overturned.

#### *Refunds and compensation*

10.14 Students are not entitled to any refund or compensation for any actions taken under section 10.0 of these Terms.

### **11.0 Results and Certification**

11.1 Results for exams are formally released no later than ten [10] normal working days after the exam. Results will be sent by email to the Student's email address.

11.2 Once a Student has completed a qualification a digital certificate will be sent to them, along with confirmation that they have obtained the qualification within fifteen [15] normal working days of the exam results being sent.

11.3 Students are not permitted to see detailed breakdowns of which questions they got right or wrong. Students will be issued an overview of how they performed on each Learning Objective within the unit they have been assessed.

11.4 Students must gain at least 70% of available marks to pass an exam.

### **12.0 Resits**

12.1 Students are only permitted to resit an exam that they have failed.

12.2 A resit exam is booked using the same Exam Booking Form that exams are booked with.

12.3 Students must wait at least thirty (30) days after receiving their results before taking a resit exam. This is to prevent burnout and provide enough time for further study.

### **13.0 Time Barring**

13.1 Certification Packs expire after five (5) years. If a Student has not obtained the associated qualification, but wishes to continue to study, they must purchase a new Certification Pack.

13.2 Any exams passed cannot be banked and will be voided if the Certification Pack expires before the Student has obtained the associated qualification.

13.3 Students may submit a request for a Reasonable Adjustment to the Time Barring policy.

Note on Reasonable Adjustments: If the Student can evidence circumstances that have impacted their studies, an extension to the Time Barring policy maybe issued for up to five (5) years.

### **14.0 Equal opportunities and diversity**

14.1 The Association welcomes Students from all backgrounds and different walks of life.

14.2 The Association operates a 'Member/Third-Party Equality, Diversity, and Inclusion Policy' which applies to prospective and active Students. A copy of which is available on the Association's website ([www.cpa.co.uk](http://www.cpa.co.uk)) or on request ([admin@cpaa.co.uk](mailto:admin@cpaa.co.uk)).

### **15.0 Reasonable Adjustments**

### *What are Reasonable Adjustments*

15.1 Reasonable Adjustments are changes that CPAA can make to these Terms and other associated policies, procedures and ways of working, to make sure that Students are not unfairly treated.

15.2 The Association must balance any reasonable adjustments with its duty to maintain the integrity of its qualifications and exams. Reasonable adjustments must also be practical and achievable.

### *Grounds for applying for Reasonable Adjustments*

15.3 When applying for Reasonable Adjustments the Student, prospective Student or their representative, must provide details and evidence the grounds on which they are requesting a Reasonable Adjustment.

15.4 Evidence supplied must be from an objective source. Self-declaration, or testimony from family, friends, clients or co-workers are unacceptable.

### *Applying for Reasonable Adjustments*

15.5 To apply for Reasonable Adjustments the Student, prospective Student or their representative should email [losborne@cpaa.co.uk](mailto:losborne@cpaa.co.uk) and include:

- a) identifying information (such as a CPRN)
- b) details of why a Reasonable Adjustment is needed
- c) evidence of b)
- d) details of the proposed Reasonable Adjustment

15.6 All applications for a Reasonable Adjustment will be considered by the Qualifications Manager and the Operations Manager. A decision will be communicated to the Student, prospective Student or their representative within ten (10) normal working days. If the decision will take longer, this will be communicated to the Student, prospective Student or their representative within ten (10) normal working days.

### *Basis for issuing Reasonable Adjustments*

15.7 In issuing Reasonable Adjustments the following factors will be considered:

- a) If a reasonable person would think that the grounds for Reasonable Adjustment are likely to impact the Student or prospective Student's ability to meet these Terms and other associated policies, procedures and ways of working
- b) The reliability of the evidence submitted
- c) Costs and practicalities associated with the Reasonable Adjustment
- d) The Association's duty to maintain the integrity of its qualifications and exams

## **16.0 Appeals and raising concerns**

### *Exams and results*

16.1 Students wishing to appeal an exam result on the following grounds:

- a) a question(s) was technically wrong

- b) a question(s) was ambiguous or poorly written
- c) there was a fault with the exam delivery

16.2 Any appeal or concerns, must be raised no later than fifteen (15) normal working days after the date of the exam. They should be made in writing and sent to the Qualifications Manager ([losborne@cpaa.co.uk](mailto:losborne@cpaa.co.uk)).

16.2 To raise a concern relating to a question (16.1.a and 16.1.b) the Student must be able to provide details of the question.

16.3 Any issue with a question (16.1.a and 16.1.b) will be explored with the question writer (reviewer one) and a quality assurance reviewer (reviewer two). If the original question writer is unavailable a second quality assurance reviewer will be asked to look at the question (reviewer one). If either reviewer identifies issues with the question, it will be removed from the question banks and either; rewritten, or deleted. The Student will be awarded full marks for the question.

16.4 If more than three questions on any one exam are identified, though the process detailed in 16.3 as having issues, the Student will be automatically awarded a pass on the paper.

16.5 If more than six question on any one exam are identified, through the process detailed in 16.3 as having issues, the Student will be automatically awarded a pass on the paper and £75 compensation.

16.6 If a question writer has been identified as having written at least ten questions which have been successfully appealed against, they will be required to undergo further training or will no longer be permitted to write questions for the qualification.

16.7 An issue with the technology associated with the exam delivery (16.1.c) will be investigated and handled in accordance with 8.2 of these Terms.

16.8 An issue with the invigilator/proctor (16.1.c) will be investigated by the Qualifications Manager. If the issue can be substantiated the Student will be offered a new exam, which will not count against any entitlement to exams or resits under the terms of their Certification Pack.

## **17.0 Fees and refunds**

17.1 The Association operate a 'Fees and Refunds Policy' which forms part of these Terms and can be accessed on the Association's website ([www.cpaa.co.uk](http://www.cpaa.co.uk)) or by emailing [admin@cpaa.co.uk](mailto:admin@cpaa.co.uk),

17.2 After purchase of a Certification Pack a full refund can be requested only before the Student is issued any associated Study Text or access to study support. Requesting a refund will void the Certification Pack and prevent the Student from taking any associated exams until they purchase a new Certification Pack. After Study Text or access to study support has been issued no refund can be issued.

## **18.0 Student obligations – conduct**

18.1 Students are expected to adhere to these Terms and Conditions.

18.2 Students must treat representatives of the Association, Members and representatives from partner organisations with respect. Any Student who is physically aggressive or verbally abusive

(including using profanity) will have their Certification Pack voided and will be prevented from purchasing another.

## **19.0 Non-Disclosure Agreement**

19.1 Students are expressly forbidden from sharing study materials (including Study Texts, Textbook etc.) and exam materials (including questions) in full or in part. This includes providing physical and digital representations of them, to anyone who is not a representative of the CPAA.

19.2 If it is discovered that a Student has breached 19.1, their Certification Pack will be voided and they will be prevented from purchasing another. A charge of £10,000 will also be payable to the Association.

## **20.0 CPAA's obligations and duties to Students**

20.1 The Association strives to maintain the integrity of the qualifications it offers, so that Students, employers and others have confidence in them as valid ways of assessing competence in the field of public practice accountancy.

20.2 The Association will treat all Students fairly and aims to support them in their journeys to obtaining a CPAA qualification.

20.3 The Association will not mislead its qualifications and will provide impartial career advice, when asked (in relation to the UK accountancy sector and qualifications).

## **21.0 How Student data is stored and used, Student rights in relation to their data**

21.1 Students and prospective students are encouraged to read the Association's Data Protection Policy and associated privacy statements.

21.2 Student data, including Personal Identifiable Information, is processed by the Association to provide Students with services under these Terms. In order to ensure exam validity (that it's the Student who is taking the exam) CPAA collects photo ID, date of birth, name and address. An email address and postal address are also needed to send information and products to. CPAA will also use a Student's name to address them in communications and to issue a certificate to them once they gain a qualification.

21.3 Student data is processed by several of our partner organisations. Digital forms are provided by JotForm, any data submitted will be stored on a private server located in the United Kingdom. Data submitted on any digital form and exam results are also stored on a CPAA instance of Azure, with the data held in the United Kingdom. Student names, emails and exam results are stored in the EU by our partners at Cirrus to facilitate the delivery of exams and the retention of result records. Student names, emails and photo ID are provided to Meazure Learning; details of their data protection compliance and storage policies can be found here (<https://www.meazurelearning.com/compliance>).

21.4 All Students have a right to access their data and to request that it be deleted. CPAA ask that subject access requests are sent to Lee Haywood ([lhaywood@cpaa.co.uk](mailto:lhaywood@cpaa.co.uk)). In some cases the Association will be unable to delete personal data, for example where a record is needed of a decision under these terms not to allow a Student to purchase another Certification Pack. This will be clearly explained in response to a request for erasure.