

RSL Graded Exams - Terms and Conditions for Recorded Digital Exams and Live Stream Exams

Definitions

1. In these Terms and Conditions:

RSL	means RSL Awards Ltd, company registration number 02610574
Entrant	means the person who makes the qualification entry. This person may be: (i) the person who is to be assessed, ie the same person as the Candidate; (ii) a parent or guardian of the person who is to be assessed; (iii) a school, college or other educational institution; (iv) an individual teacher entering a Candidate or Candidates.
Candidate	means the person who is being examined and who will be awarded the qualification award if the required conditions are met.
Parent / Parents	means the Candidate's parent(s) or legal guardians
Age of majority	means the age of majority applicable in the candidate's country of residence
Recorded Digital Exam	means the assessment of a video recording submitted for assessment by the Candidate or Entrant
Live Stream Exam	means assessment of a Candidate via live video link

Background

2. RSL is a recognised Awarding Organisation and offers qualifications which are regulated by Ofqual, Qualifications Wales, CCEA Regulation and SQA Accreditation.
3. RSL conducts exams as assessment against these qualifications.
4. As an alternative to conventional face to face exams, RSL offers the opportunity for candidates to take Recorded Digital Exams or Live Stream Exams.
5. The Entrant agrees to make these Terms and Conditions available to the Candidate (where not the same person).
6. Where the Candidate is not of the Age of Majority, the Entrant agrees to make these Terms and Conditions available to the Parents.
7. By submitting a Recorded Digital Exam or by attending a Live Stream Exam the candidate agrees to be bound by these Terms and Conditions.
8. Where the Candidate is not of the Age of Majority, the Parents agree to be bound by these Terms and Conditions in facilitating the Candidate's exam submission or exam attendance.

Safeguarding

9. RSL takes the safeguarding of children and vulnerable adults extremely seriously and has put in place as many preventative measures as possible within its assessment structure and processes. More information can be found here: <https://www.rslawards.com/about-us/safeguarding/>

10. For Live Stream Exams where a candidate who is younger than the Age of Majority is examined at their home, the conditions detailed in Appendix 1 apply.

Recordings

11. RSL receives and retains Recorded Digital Exam submissions.
12. RSL makes and retains video recordings of Live Stream Exams.
13. Recorded Digital Exams are used for the purposes of assessment. Recordings are processed by contracted examiners bound by RSL's data protection rules.
14. Both Recorded Digital Exams and recordings of Live Stream Exams may be used for internal training, standardisation and quality assurance purposes, as well as in conjunction with Complaints, Enquiries about Results, and Appeals.
15. Recordings are retained for a maximum of 1 year from the date of submission in the case of Recorded Digital Exams, or from the exam date in the case of Live Stream Exams.
16. RSL will not publish or share the recordings externally or with any third parties without the explicit consent of the candidate, or the Parents where the candidate is not of the applicable legal age to give consent.
17. The exception to item 16 above is in the case of comparability or standardisation meetings with other examination boards, which are held in order to ensure consistency of standards between regulated Awarding Organisations offering similar qualifications. In such cases, videos will be presented on an anonymous basis (ie. candidates will not be identified), only shown in controlled conditions to senior quality representatives of such boards, and not retained by any third party after such meetings take place.
18. RSL's processing of these video recordings in the context of their status as personal data is covered by RSL's Privacy Policy available at <https://www.rslawards.com/about-us/privacy/>

Policies, Regulations and Guidance

19. Recorded Digital Exams and Live Stream Exams are subject to the same policies and regulations as Face-to-Face Exams. Where specific rules apply to these categories of exams, they are clearly identified as such in the policy.
20. RSL's guidance for Recorded Digital Exams is set out at <https://www.rslawards.com/graded-music-exams/recorded-digital-exams> (Music) and <https://stageschool.io/digital-exams-guidance/> (Performance Arts). Candidates are required to adhere to the guidance in the recording and submission of their Recorded Digital Exam. Any failure to do so may lead to a rejection of the submission or may result in the examiner being unable to assess the recording.
21. Live Stream Exams are conducted based on guidance provided by RSL. For Live Stream Exams in managed exam venues, it is the venue's responsibility to ensure that all provisions of the guidance are met. For Live Stream Exams at Home (LVE@Home) it is the entrant's responsibility to ensure that all provisions of the guidance are met.
22. If the candidate's setup for LVE@Home does not meet the requirements set out in the guidance, the exam will not go ahead. In such a situation, if the Entrant wishes to reschedule the exam either as a different exam mode (Face-to-Face or Recorded Video) or having

addressed the shortcomings regarding the requirements, RSL may charge a deferral fee of 50% of the exam fee.

23. RSL reserves the right to reschedule a Live Stream Exam due to technical issues other than those referred to in clause 22 above that cannot be resolved within a reasonable timeframe. Rescheduling an exam does not give rise to entitlement for a refund of exam fees.

Changes to Terms and Conditions

24. RSL may change these Terms and Conditions from time to time. When it does so, the updated Terms and Conditions will be published on its website.

Governing Law and Jurisdiction

25. These Terms and 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.
26. The Entrant and Candidate, or where the Candidate is not of the applicable legal age, the Parents, 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 with these Terms or their subject matter or formation (including non-contractual disputes or claims).

Severability

27. Should any provision of these Terms and Conditions be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms and Conditions, and the application of that provision shall be enforced to the extent permitted by law. Any failure by RSL to enforce the Terms and Conditions or any provision thereof shall not waive RSL's right to do so.

Contact

28. The qualifications are offered by:

RSL Awards Ltd
Harlequin House
Teddington TW11 8EE
United Kingdom
Email: info@rslawards.com

Appendix 1

Conditions for Live Stream Exams

- The exam must take place in an appropriate setting, for example a living room, and not a bedroom
- A parent or supervising adult appointed by the parent must facilitate the candidate setting up for the exam and be available to begin the exam
- The exam should not take place behind closed doors. Once the parent has introduced the candidate, they must leave the room and wait immediately outside of the open door, until the exam has finished (unless in the case of an emergency)

- The exam will be conducted using a secure link for videoconferencing and may include a unique code for the exam. None of this information must be shared with anyone else other than the candidate, parent or supervising adult.
- Candidates are required to wear appropriate clothing during the exam
- When in conversation with the examiner/invigator, language must be polite and appropriate
- Other members of the household must be made aware that an examination is taking place, and to avoid background noise
- No personal information (for example photos on the wall) must be visible on screen
- No personal information (for example phone number, email address) must be given out online
- Communication must be strictly related to the examination and related matters only
- The parent must end the session as soon as the examiner/invigator indicates to do so
- RSL reserves the right to terminate the exam at any time should they believe the regulations relating to exams and/or Live Stream Exams are being breached.