

## CSCS Online Prepaid Account Terms and Conditions

1. In these Terms and Conditions the following defined terms apply:

"**CSCS**" means THE CONSTRUCTION SKILLS CERTIFICATION SCHEME LIMITED (a company limited by guarantee and incorporated in England and Wales with number 03024675).

"CSCS Online" means the online card scheme operated by CSCS.

"eligible person" means a body corporate:

(a) which holds a registration for UK VAT; and

(b) which is an employer of persons required to hold cards issued by CSCS, which is a provider of relevant training or which is another eligible organisation as determined by CSCS.

"prepaid account" means your prepaid CSCS Online account.

"**you**" means you, an eligible person seeking to operate a prepaid account and, to the extent applicable, the authorised representative of such eligible person.

- 2. These Terms and Conditions apply to you as an eligible person seeking to operate a prepaid account and govern the manner in which the prepaid account will operate. By applying for and using a prepaid account you agree to these Terms and Conditions. Where you accept and agrees to these Terms and Conditions on behalf of an eligible person the person accepting these Terms and Conditions warrants and represents that they have the authority to bind that eligible person to these Terms and Conditions, and reference to "you" and any reference to the prepaid account under these Terms and Conditions shall be deemed to apply to such eligible person.
- 3. You hereby represent that:
  - a. you are an eligible person;
  - b. all information you have or will provide to CSCS is true, correct, accurate in all respects; and
  - c. to the extent that you become aware or hold a reasonable belief that any information which you have provided to CSCS is not true, correct and accurate in all respects, you will advise CSCS accordingly without delay.
- 4. You accept these Terms and Conditions to govern the operation of your prepaid account.
- 5. You acknowledge that CSCS card applications paid for via the prepaid account are subject to the <u>CSCS Scheme Requirements</u> which CSCS may change at any time.
- 6. A prepaid account consists of a virtual account balance held by CSCS via the CSCS Online system which is debited each time CSCS issues a card to you or on your behalf. When you instruct CSCS to issue a card to be paid for using the prepaid account services you authorise CSCS to collect necessary funds from your prepaid account to be retained for the benefit of CSCS.
- 7. Your prepaid account must hold sufficient balance in cleared funds to cover the amount of any payment required in respect of a card. No card will be issued if your prepaid account does not hold sufficient funds.
- 8. Prepaid accounts are designed for businesses which order CSCS cards in large volumes and/or at a high frequency. CSCS will set minimum and maximum amounts that should be paid into any prepaid account at any one time. To the extent that you fail to order sufficient cards in any rolling twelve (12) month period, CSCS reserves the right to close your prepaid account. In the event that a prepaid account is closed in the above circumstances, CSCS reserves the right to charge you an administration fee of £10 plus VAT in respect of CSCS's reasonably incurred costs and expenses,



which will be deducted from the funds in your prepaid account before the balance remaining is refunded in accordance with paragraph 17.

- 9. Prepaid accounts must be used solely for the purchase of CSCS cards.
- 10. No interest will accrue or be paid to you on funds held within your prepaid account.
- 11. You accept that in order to meet UK tax requirements, you must provide CSCS with a valid UK VAT number and HMRC Unique Tax Number (UTR).
- 12. CSCS reserves the right to withdraw, cancel, suspend or vary the prepaid account service, or any individual prepaid account, at its sole discretion, with or without notice. In such circumstances, CSCS will refund to you the balance remaining on your prepaid account and paragraph 17 will apply.
- 13. Payments into you prepaid account may only be made by bank transfer or prepaid debit or credit card payment and can take up to five (5) working days to be credited. CSCS has appointed a third party payment processor to collect, process and remit certain payments as necessary in respect of the prepaid account. The execution of any payment instruction into your prepaid account via bank transfer or prepaid debit or credit card payment is your bank or credit or debit card provider's responsibility. CSCS has no control over how long the payment to CSCS will take. CSCS does not collect, store, access or handle your debit or credit card details.
- 14. CSCS does not guarantee that the functionality allowing payments to be made into your prepaid account will always be available or be uninterrupted.
- 15. To protect you, other users and CSCS from loss and to allow CSCS to comply with applicable laws and other obligations, CSCS may delay the issuing of a card in certain situations, including if CSCS is required to confirm that you have authorised the transaction or if payments into your prepaid account have been or may be subject to a chargeback, bank reversal or dispute.
- 16. You may only request the refund of any balance on the prepaid account by making a request to close the prepaid account. Closure of a prepaid account at your request will incur an administration fee of £10 plus VAT in respect of CSCS's reasonably incurred costs and expenses which will be deducted from your prepaid account balance. Refund requests must be sent on your headed note paper, signed by an authorised representative of your organisation, scanned and sent to: juliespence@cscs.co.uk.
- 17. Unless otherwise agreed, any monies to be refunded to you will be returned to the account from which you remitted funds to CSCS. Refunds may take up to twenty eight (28) days and may be subject to security checks to confirm your identity and authority and to ensure the safety of your funds.
- 18. You understand that, regardless of the payment method or identity of the requestor, CSCS cards remain the property of Construction Skills Certification Scheme Limited. Cards are issued to and must be held by the named cardholder.
- 19. Only CSCS has the right to cancel CSCS cards.
- 20. CSCS may revise these Terms and Conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes CSCS may make, since they are binding on you. Some of the provisions contained in these terms of use may also be supplemented or superseded by provisions or notices published elsewhere on the CSCS website.