



Terms and Conditions of OPRaaS.co.uk

Last updated: 16 December 2025

These Terms govern (i) the use of opraas.co.uk (the "Site") and (ii) the provision of the OPRaaS Labour Supply Chain Assurance (LSCA) training and self-certification services (the "Services"). By accessing the Site or purchasing/using the Services, you agree to these Terms.

Owner: OPRaaS Limited, Suite 10, Harefield House, Alderley Road, Wilmslow, Cheshire, SK9 1RA ("OPRaaS", "we", "us", "our").

Contact: info@opraas.co.uk

Table of contents

1. Definitions
2. Who these Terms apply to
3. Services description & scope
4. Account registration, suspension and termination
5. Acceptable use of the Site and Services
6. Content and intellectual property
7. Badge, logo and statement use
8. Self-certification, evidence and verification
9. Red-flag awareness & reliance disclaimer
10. Training delivery; substitutions; reschedules; cancellations (B2B)
11. Fees, payment, access & auto-renewals
12. Misuse, cheating and prohibited conduct
13. Data protection (UK GDPR) and DPA
14. Confidentiality & FOI (public bodies)
15. Customer materials licence & benchmarking data
16. Anti-fraud and modern slavery commitment
17. Warranty disclaimer (training/assurance context)
18. Limitation of liability (B2B)
19. Term, suspension and termination consequences
20. Changes to Services or Terms
21. Service availability, force majeure
22. Governing law and jurisdiction
23. Dispute resolution
24. Contact and notices

Annex A – Consumer cancellation rights (EU/UK only)

Annex B – Example withdrawal/cancellation form

1) Definitions

Services means our LSCA training courses, workshops, online learning, self-certification questionnaires and guidance, autogenerated reports/badges, and any optional desk-based reviews of documents you upload.

Customer, you means the business purchasing or using the Services. Consumer means a natural person acting wholly or mainly outside their trade, business or profession.

Badge means any OPRaaS LSCA mark, logo or certificate we provide indicating completion status.

2) Who these Terms apply to

These Terms are drafted for Business Users. If you buy as a Consumer, Annex A explains your statutory cancellation rights. If these Terms conflict with mandatory local consumer laws, those laws prevail for Consumers.

Public sector frameworks and call-off contracts

Where you purchase the Services under a public sector framework or call-off contract (for example, CCS framework RM1557.15 G-Cloud 15), the terms of that framework and the relevant call-off contract will prevail over these Terms to the extent of any direct conflict. These Terms apply only to the extent they are not inconsistent with your framework or call-off contract.

3) Services description & scope

The Services are training and assurance tools. We do not provide legal, tax or accounting advice, and we are not an accreditation body. You remain responsible for your compliance decisions and actions. Badges indicate participation/completion (or provisional/qualified status) only; they are not a finding of legal compliance or an HMRC approval.

We may update course content, forms, scoring logic and platform features to reflect legal and HMRC guidance developments.

AI-Assisted Features: Certain platform features may utilise artificial intelligence (AI) tools to assist with audit analysis, report generation, and administrative functions. Such AI processing is performed by authorised sub-processors (see our Privacy Policy for details) and is designed to support, not replace, human decision-making. You acknowledge that AI-generated content or analysis should be reviewed and verified before reliance.

4) Account registration, suspension and termination

You must keep credentials secure and ensure the accuracy of account information. We may suspend or delete accounts for breach, suspected fraud, platform misuse, falsification of self-certifications, or misuse of badges. Suspension or deletion does not waive accrued fees.

5) Acceptable use of the Site and Services

You must not: (i) violate laws or third-party rights; (ii) attempt to bypass training assessments or system controls; (iii) scrape, bulk-download, or reverse-engineer scoring logic; (iv) upload malware; (v) use the Services to downplay or conceal serious risk indicators.

6) Content and intellectual property

All Site/Service content, courses, forms, scoring logic, templates and badges are our IP or our licensors'. You may not copy, modify, translate, publish, transmit, sell, sublicense or create derivatives except as expressly permitted. Where we provide downloadable materials, you may use them internally for your business and for the term of the relevant Service.

If you upload content, you confirm you have the right to do so and that it is lawful. We may remove content that appears unlawful, infringing, misleading or harmful.

7) Badge, logo and statement use

Subject to full fee payment and compliance with these Terms, we grant you a limited, revocable, non-transferable licence to display the “OPRaaS LSCA Self-Certified” badge exactly as provided in our brand guidelines, for the validity period stated on your certificate (default 12 months from issue, unless stated otherwise). You must not alter the Badge, imply endorsement, or claim legal compliance/HMRC approval.

We may revoke, suspend or downgrade Badge use where: (a) material misstatements are found; (b) you fail to provide reasonable evidence upon request; (c) you misuse our IP or make misleading claims. On expiry, revocation or suspension, you must remove all uses within 5 working days.

8) Self-certification, evidence and verification

You warrant that all submissions are true, accurate and complete and that you will promptly correct errors. We may conduct proportionate verification (document requests, desk-based review, follow-up questions). If we detect material inaccuracies or non-cooperation, we may: (i) mark your status “qualified” or “provisional”; (ii) withhold or withdraw certificates; and/or (iii) notify a named counterparty where you have authorised sharing.

9) Red-flag awareness & reliance disclaimer

Our training and tools surface common labour-supply red flags (e.g., phoenix behaviours, unusual chain length, offshore/third-party payment flows, disguised remuneration indicators). They are information tools only and cannot detect all issues. You must apply your own risk assessment and obtain independent advice where needed.

10) Training delivery; substitutions; reschedules; cancellations (B2B)

Delivery. Live online or on-demand via our LMS. We may update content to reflect guidance changes.

Substitutions. You may substitute delegates up to 1 business day before a live session.

Reschedules. One free reschedule if requested ≥5 business days before the session; thereafter a 25% rebooking fee.

Cancellations. B2B purchases are non-refundable once (a) digital content has been accessed/downloaded, or (b) a dated session has been reserved; otherwise a 20% admin fee applies.

Access window. Unless stated otherwise, platform/course access lasts 12 months from purchase.

11) Fees, payment, access & auto-renewals

Prices are shown exclusive of VAT unless stated otherwise. Access is granted on receipt of cleared funds. If you purchase a subscription, it auto-renews for successive terms unless cancelled at least 30 days before renewal. We may suspend access for non-payment or suspected fraud/misuse. We do not store full payment card details (payments are processed by third-party providers).

Where the Services are purchased under a public sector framework or call-off contract that specifies a fixed term and any extension options, those term/extension

provisions will apply instead of the auto-renewal mechanism in this section 11 for that customer.

12) Misuse, cheating and prohibited conduct

You must not: (a) share answer keys or otherwise cheat; (b) fabricate or omit material facts in submissions; (c) use automation to fill forms; (d) misrepresent the scope or outcome of our Services in public claims. We may audit access logs and revoke certificates/badges for misuse.

13) Data protection (UK GDPR) and DPA

Each party is an independent controller of its own business contact data. Where you upload worker, supplier or transactional documents for verification and request that we process them on your behalf, we act as your processor and will: (i) process on your documented instructions; (ii) implement appropriate security; (iii) ensure confidentiality; (iv) assist with data subject requests and incident response; and (v) delete or return personal data at the end of the Services, unless we must retain it by law.

For LSCA 2.0 deployments purchased under public sector frameworks such as RM1557.15 G-Cloud 15, the parties' respective controller/processor roles are further described in the applicable Service Definition and in the data protection provisions (for example Joint Schedule 10) of the relevant framework/call-off contract. If there is a conflict between this section 13 and those provisions for such customers, the framework/call-off provisions shall take precedence.

A short Data Processing Addendum (DPA) forms part of these Terms and is available on request or via our website. For customers purchasing under a public sector framework, any mandatory data processing schedule in that framework or call-off (for example Joint Schedule 10 under RM1557.15) will apply in priority to our standard DPA in the event of any conflict.

14) Confidentiality & FOI (public bodies)

Each party will keep the other's non-public information confidential and use it only to deliver/receive the Services. If you are subject to the Freedom of Information Act 2000 (or equivalent), you will consult us where lawful before disclosing our confidential information.

15) Customer materials licence & benchmarking data

You grant us a non-exclusive licence to use your uploaded materials solely to provide the Services. We may generate anonymised, aggregated insights (benchmarks, trends) that do not identify you or any data subject.

16) Anti-fraud and modern slavery commitment

You will maintain reasonable prevention procedures to combat the facilitation of tax evasion and modern slavery in your supply chain. Where serious indicators of organised labour fraud or exploitation arise in your materials, we may suspend certification pending clarification and signpost reporting routes. You must not use our Badge to downplay or conceal risks.

17) Warranty disclaimer (training/assurance context)

Except as expressly stated, the Services are provided “as is”. We do not warrant that completion of LSCA training/self-cert will ensure legal compliance or that HMRC or any third party will accept your controls or documentation.

18) Limitation of liability (B2B)

Nothing limits liability for fraud or for death or personal injury caused by negligence, or any liability that cannot be limited by law. Subject to that, our total aggregate liability arising out of or in connection with the Services shall not exceed the fees paid by you for the Services in the 12 months preceding the claim. We shall not be liable for loss of profits, revenue, goodwill, or for indirect or consequential loss.

19) Term, suspension and termination consequences

We may suspend or terminate access for material breach (including non-payment or misuse) not cured within 10 days of notice. On termination, all licences end, and you must cease Badge use and remove our IP from public materials within 5 working days.

20) Changes to Services or Terms

We may update course content and LSCA forms to reflect legal or guidance changes and will notify materially adverse changes to functionality or terms in advance. If an update materially reduces functionality and you notify us within 30 days, we will work with you on a fair remedy (extension, credit or pro-rata refund for the affected item). For customers buying under a public sector framework or call-off contract, any refunds, credits or early termination rights will be handled in accordance with the terms of that framework or call-off to the extent they differ from these Terms.

21) Service availability, force majeure

We aim for high availability but the Services may be interrupted for maintenance, updates or events outside our control. Neither party is liable for delay/failure caused by events beyond reasonable control (excluding payment obligations).

22) Governing law and jurisdiction

These Terms and any non-contractual obligations are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction. If you are a Consumer, you may benefit from mandatory local consumer laws.

Where a public sector framework or call-off contract specifies governing law or jurisdiction, those provisions will prevail for disputes arising under that framework or call-off.

23) Dispute resolution

Please contact us first; we aim to resolve complaints within 2 business days. If unresolved, either party may seek relief in the courts specified above.

24) Contact and notices

OPRaaS Limited, Suite 10, Harefield House, Alderley Road, Wilmslow, Cheshire, SK9 1RA

Email: info@opraas.co.uk. Formal notices may be sent by email and are deemed received on the next business day.

Annex A – Consumer cancellation rights (EU/UK only)

If you purchase as a Consumer (not for business use), you may have a legal right to cancel within 14 days of contract conclusion (services) or delivery (goods), without giving any reason.

Digital content: your right to cancel ends once you start downloading or streaming after consenting to immediate supply and acknowledging loss of the right to cancel.

Booked live training: if you cancel before delivery starts, we may deduct a reasonable amount for services already performed or resource commitment.

Refunds are made within 14 days of your valid cancellation notice (or return of goods, if applicable) using the original payment method. This Annex does not apply to B2B purchases.

Annex B – Example withdrawal/cancellation form (EU/UK Consumers only)

To: OPRaaS Limited, Suite 10, Harefield House, Alderley Road, Wilmslow, Cheshire, SK9 1RA; info@opraas.co.uk

I/We hereby give notice that I/we cancel my/our contract for the following goods/services: [describe].

Ordered on / received on: [date]

Name of Consumer(s): [name]

Address of Consumer(s): [address]

Date: [date]

Signature (if on paper)

Privacy & cookies:

See our [Privacy Policy \(UK\)](#) and [Cookie Policy](#) on the Site.

Version: 2.0 (16.12.25)