

NEBOSH GENERAL CONDITIONS FOR STUDENTS

1. Definitions

1.1. In these Conditions the following terms shall have the following meaning:-

“Accredited Course Provider” means the college/teaching institution or other entity which You have chosen and which is accredited or otherwise approved by NEBOSH to organise and offer You teaching for NEBOSH Examinations and / or to provide assessment facilities;

“Application Form” means the form submitted by You to NEBOSH when You apply to enrol or register for NEBOSH Qualifications;

“Awarding Body” means an organisation or consortium that awards qualifications and which is recognised by the Regulatory Authorities as being permitted to award qualifications of the type as are awarded by NEBOSH;

“Conditions” means these NEBOSH General Conditions for Students;

“Enrolment Fee” means the fee payable by You when you apply to become a student/candidate in order to obtain NEBOSH Qualifications;

“Guide(s)” means the guides issued by NEBOSH from time to time in respect of NEBOSH Qualifications or units thereof as such guides are amended by NEBOSH from time to time;

“Malpractice Policy” means the latest NEBOSH policy relating to malpractice as amended from time to time;

“NEBOSH” means the National Examination Board in Occupational Safety and Health (a company limited by guarantee under company number 2698100) of Dominus Way, Meridian Business Park, Leicester, LE19 1QW;

“NEBOSH Assessment” means assessments of practical units and/or examinations which contribute towards Your NEBOSH Qualification;

“NEBOSH Qualifications” means an award made by an Awarding Body for demonstration of achievement or competence;

“Policies” means the policies of NEBOSH and as amended, updated or added to from time to time;

“Registration Fee” means the fee payable by you when you register to undertake a specific unit of assessment with NEBOSH;

“Regulatory Authorities” means Government-designated statutory organisations required to establish national standards for qualifications and secure consistent compliance with them;

“Scripts” means the document containing Your answers to NEBOSH's Assessments; and

“**You**” refers to you, the student or prospective student for NEBOSH Qualifications or units thereof and “**Your**” shall be construed accordingly.

2. Scope of Terms and Conditions

- 2.1. These Conditions govern Your relationship with NEBOSH which may come into force through any registration or enrolment to which you commit either directly with NEBOSH or through your Accredited Course Provider for NEBOSH Qualifications. For the avoidance of any doubt NEBOSH are not responsible for the provision of teaching, tutorial or other such services at any venue or centre. Any fees, charges, payments due under these Conditions are only in respect of NEBOSH and do not relate to any fees that may be due to your Accredited Course Provider.
- 2.2. Pursuant to clause 2.1 these Conditions shall set out the basic obligations of NEBOSH and Your obligations and responsibilities which includes but is not limited to fees and payments. However, further and more detailed information relating to Your obligations, Your relationship with NEBOSH, Your conduct, the relationship between You and the Accredited Course Provider or NEBOSH's relationship with the Accredited Course Provider are set out in the Policies which are available on request or on the NEBOSH website.
- 2.3. When you enrol upon a programme of study to prepare for assessment for NEBOSH Qualifications your contract for that programme of study is with the Accredited Course Provider. NEBOSH is not a party to this contract between You and the Accredited Course Provider.

3. Enrolment, Transfer and Cancellation

- 3.1. By enrolling for a NEBOSH Qualification (via Your chosen Accredited Course Provider) You accept these Conditions.
- 3.2. Your enrolment with NEBOSH will only be effective if and when NEBOSH sends to You its official enrolment receipt and NEBOSH has received the Enrolment Fee and (if applicable) any other fee specified by it in full.
- 3.3. Enrolment is for the purposes of identifying You, the Accredited Course Provider with whom you are studying, tracking progress through NEBOSH Qualifications, confirming Your eligibility to participate in NEBOSH Assessments and confirming previous units attained by You which count towards NEBOSH Qualifications.
- 3.4. When enrolling for a NEBOSH Qualification You are agreeing to abide by the regulations for that qualification, as set out in the relevant Guide to that qualification.
- 3.5. If You wish to transfer to a different Accredited Course Provider to the one indicated on Your official enrolment receipt, You must arrange such transfer with both Your present and new Accredited Course Providers and notify NEBOSH of such transfer without delay. NEBOSH are not liable for any fees that may be due to Your Accredited Course Provider (new and old) and You should clarify whether any fee will be payable by You for such a transfer prior to transferring.

3.6. Once NEBOSH has despatched to You acceptance of Your enrolment You may not cancel your enrolment since You agree that NEBOSH will have commenced the services relating to Your enrolment immediately upon despatch of such acceptance to You.

4. Registration for NEBOSH Assessments

4.1 Registration for NEBOSH assessments must be made through an Accredited Course Provider and:

4.1.1 by registering for a NEBOSH Assessment through an Accredited Course Provider, You accept these Conditions. Your registration will only be effective once NEBOSH has sent to You either an Examination Entry Confirmation (EEC) or a Confirmation of Examination Registration (COER) document and NEBOSH has received in full the Registration Fee (and any other fee specified by it) from the Accredited Course Provider, or directly from You.

4.2. When registering for assessment to a NEBOSH Qualification You are agreeing to abide by the regulations for that assessment, as set out in the relevant Guide to that qualification.

4.3 All invoices of Registration Fees and any other fees from time to time that fall due must be paid promptly by You (whether You pay directly to NEBOSH, or whether You authorise Your chosen Accredited Course Provider to act on Your behalf) and in any event no later than 14 days from the date of the invoice.

4.4 If NEBOSH do not receive payment pursuant to clause 4.3, without prejudice to any of its other rights, NEBOSH may suspend or cease to award NEBOSH Qualifications to You until such time as payment in full is received by NEBOSH.

4.5. Refund of Registration Fees will be made in respect of cancelled registrations only where corroborated by a medical certificate or doctor's note relating to the inability of the candidate to sit the examination(s) through illness. In such cases the fee will be refunded less a deduction of 30% to cover administration costs. Refunds will not be made in respect of any additional costs incurred by the candidate. All claims for refunds must be made no later than one calendar month following the examination(s).

4.6. Fees and registrations are not transferable to alternative examinations or later examination sittings, or between candidates.

4.7. You may also be liable for further additional fees (including but not limited to a fee for reviewing marks, registration fees, renewal fees and additional administration fees) which may not be set out in Your contract with NEBOSH or the Accredited Course Provider. Details of all NEBOSH fees currently in force are set out in the fee schedule available on the NEBOSH website. NEBOSH publishes details of such fees (which may be amended from time to time) which are due to NEBOSH as a result of any additional work required to be undertaken by NEBOSH on Your behalf such as remarking and any additional administration required to be undertaken by NEBOSH on Your behalf.

- 4.8. Please note you may also be liable for any tuition fees and other such fees which are separate to the fees referred to in clause 4.7 and are payable to the relevant Accredited Course Provider and not to NEBOSH.
- 4.9. Some Accredited Course Providers charge students a single fee which incorporates fees payable to NEBOSH and the fees due to the Accredited Course Provider for tuition and / or invigilation. Where an Accredited Course Provider offers this arrangement it acts as Your agent for payment of fees to NEBOSH. If the Accredited Course Provider does not offer this arrangement You must ensure payment of all fees due to NEBOSH is made at enrolment and at registration for any NEBOSH Assessment.

5. NEBOSH's Liability

- 5.1. NEBOSH can only assess those Scripts which it receives. NEBOSH accepts no liability for any Scripts which may be lost or damaged before receipt by NEBOSH.
- 5.2. Subject to clause 5.3, NEBOSH expressly excludes liability for:
- 5.2.1 any loss or damage to Your property unless caused by the negligence of NEBOSH or its employees;
 - 5.2.2 to the fullest extent permitted by law, any losses of whatever nature, including any direct, indirect or consequential loss caused by the Accredited Course Provider; and
 - 5.2.3 any:
 - (i) loss of profit;
 - (ii) loss of earnings;
 - (iii) loss of opportunity or loss of living expenses; or
 - (iv) any indirect loss suffered by You,

due to the breach by NEBOSH of any obligation to You or due to any other act or omission or negligence of NEBOSH or its employees or agents. For the avoidance of any doubt your Accredited Course Provider is not an agent of NEBOSH.
- 5.3. Nothing in these conditions shall operate to exclude or limit NEBOSH's liability for:
- 5.3.1 death or personal injury due to its negligence;
 - 5.3.2 fraud or fraudulent misrepresentation;
 - 5.3.3 any breach of the obligations implied by section 12 of the Sales of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 5.3.4 losses in respect of which is it prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

- 5.4. Without prejudice to clause 5.3, NEBOSH's total liability arising under or in connection with these Conditions, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise shall be limited to the Registration Fee paid by You.
- 5.5. Neither You nor NEBOSH shall have any liability to each other for any failure or delay in the performance of obligations due to any cause beyond the relevant party's reasonable control.
- 5.6. Accreditation by NEBOSH of your Accredited Course Provider does not mean that NEBOSH has approved all teaching and course materials provided by Your Accredited Course Provider as being satisfactory and fit for purpose. It is the responsibility of the Accredited Course Provider to ensure this.
- 5.7. NEBOSH shall have no liability to You should its website be unavailable to access at any time or fails to perform within usual parameters or at all. NEBOSH does not guarantee that its website is free from virus and will be uninterrupted or error free.
- 5.8. The contract for the teaching of courses to You is made between You and the Accredited Course Provider. The Accredited Course Provider is not an agent of NEBOSH. NEBOSH will have no liability to You for any complaint you have in respect of any Accredited Course Provider, its course or its teaching. Any such complaints should be addressed by You promptly to the relevant Accredited Course Provider. Should you be unable to resolve any complaints directly with your Accredited Course Provider please report it to NEBOSH.
- 5.9. NEBOSH is not responsible for and has no liability for the organisation of or the condition of the venue at which the examinations are held. Venues are arranged by the Accredited Course Provider.

6. Termination

NEBOSH may terminate Your enrolment or registration at any time by written notice if:

- 6.1 You breach these Conditions or any terms and conditions contained in any letter confirming Your enrolment or any documents or Policies issued by NEBOSH at any time; or
- 6.2 You fail to pay any fees due to NEBOSH; or
- 6.3 it is discovered that You have provided NEBOSH (whether through the Accredited Course Provider or otherwise) with any false or misleading information; or
- 6.4 You do not meet all of the administrative or academic requirements specified in the Guides issued by NEBOSH; or
- 6.5 any of the instances set out in clause 7 below occur; or
- 6.6 You are involved in any malpractice pursuant to NEBOSH's Malpractice Policy.

7. Verbal or Physical Abuse

NEBOSH will not tolerate verbal or physical abuse of its employees or agents. Any such incident of abuse may lead to a) restriction of communications with You to a specified means e.g. via letter or email only or b) in cases which NEBOSH, at its sole discretion, considers to be serious or in repeated cases of physical or verbal abuse, termination of enrolment and / or registration with NEBOSH, and / or exclusion from future enrolment or registration with NEBOSH.

8. Data Protection

8.1 NEBOSH will hold personal information about You and will use the information as follows:-

8.1.1 to process Your applications to NEBOSH and administer Your enrolment and registration for NEBOSH Assessments;

8.1.2 to respond to employers, recruitment agencies, other Higher Education institutions, and other similar bodies to verify requests from employers or employment agencies by providing verification or otherwise of information provided by You to employers or employment agencies of NEBOSH Qualifications You hold in connection with applications for employment;

8.1.3 to respond to queries raised by You or the Accredited Course Provider;

8.1.4 to deal with any disciplinary matters in respect to You;

8.1.5 to recover any monies owed by You to NEBOSH;

8.1.6 to administer Policies;

8.1.7 to notify You of Your NEBOSH Assessments results;

8.1.8 to liaise with the Accredited Course Provider and exchange information relating to You;

8.1.9 to make You aware of services NEBOSH and other similar organisations can offer including information on current and future courses and qualifications unless You have notified us that You have opted out of receiving such information;

8.1.10 to carry out research to help NEBOSH to improve and plan its qualifications;

8.1.11 for research purposes (in which case your details will be anonymous); and

8.1.12 as otherwise permitted by the Data Protection Act 1998.

8.2 If you are studying outside the European Economic Area NEBOSH may need to transfer your personal information to the course providers with whom You have enrolled outside the European Economic Area to use Your information so that services intended by these Conditions can be provided to You. Countries outside the European Economic Area may not give the same level of protection to Your personal data as is available in the European Economic Area. By enrolling with NEBOSH

where You are studying outside the European Economic Union You explicitly consent to such transfer of your personal information.

- 8.3 You hereby consent to NEBOSH emailing Your results to you if it so decides.
- 8.4 You hereby consent to NEBOSH featuring Your results on its website. In this event Your results will be accessible only to You and to Your course provider and identifiable via your student personal identification number which will be provided to You after enrolment.

9. Intellectual Property Rights and Nebosh Website

- 9.1 All NEBOSH copyright and other intellectual property rights in examination and/or assessment papers, examiners reports and guides to qualifications purchased from or provided by NEBOSH shall remain vested in NEBOSH. The NEBOSH logo and materials may not be reproduced/copied/distributed in any way without the prior written consent of NEBOSH or as required by law.
- 9.2 If You access NEBOSH's website You must do so only subject to NEBOSH's terms of use, which is available on request and on its website. You are responsible for keeping secure Your password and student personal identification number and You agree not to disclose it to any third party.

10. General

- 10.1 Failure by NEBOSH to enforce strict compliance with these Conditions by You shall not be considered to be a waiver of any provisions of these Conditions. No waiver by NEBOSH of any breach by You of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.2 If any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions, and the remainder of the provision in question, shall not be affected.
- 10.3 A person who is not a party to the contract governed by these Conditions shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted to an Accredited Course Provider further to these Conditions but this does not affect any right or remedy of a third party which exists, or is available, apart from in that Act.
- 10.4 These Conditions shall be governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

11. Statutory Rights

These Conditions shall not affect Your statutory rights as a consumer.