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View Learner Terms and Conditions NEBOSH GENERAL CONDITIONS FOR LEARNERS 1. Definitions 1.1. In these Conditions the following terms shall have the following meaning: "Accredited Learning Partner" 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 for Enrolment 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 Learners; "Enrolment" means You are enrolling on to a NEBOSH Product to complete a NEBOSH Assessment, in accordance with these Conditions and NEBOSH's requirements from time to time; "Enrolment Fee" means the fee payable by You when you apply to become a learner in order to obtain a NEBOSH Product (where applicable); "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; "IPR" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; "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 5 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 Intellectual Property" means all IPR owned or controlled by NEBOSH; "NEBOSH Product" means a qualification, award or assessment created by NEBOSH 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 learner or prospective learner 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 directly with NEBOSH for your NEBOSH Qualifications. Should you Enrol or register to undertake a programme of study for a NEBOSH assessment through an Accredited Learning Partner, NEBOSH is not a party to this contract and any queries should be directed to your Accredited Learning Partner. 2.2. 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 Learning Partner. 2.3. Your Registration will only be effective once NEBOSH has sent to You an Assessment Registration Confirmation (ARC) document to the email address provided by You. NEBOSH ASSESSMENTS 3. Enrolment, Transfer and Cancellation 3.1. These conditions set out the basis obligations of NEBOSH and Your obligations and responsibilities which include but are not limited to fees and payments. By registering for a NEBOSH Assessment directly with NEBOSH you accept these conditions. 3.2. Confirmation of your Enrolment with NEBOSH will only be effective if and when NEBOSH communicates this to you and NEBOSH has received the Enrolment Fee and (if applicable) any other fee specified by it in full. NEBOSH may accept or decline Enrolment at its absolute discretion. 3.3. Enrolment is partly for the purposes of identifying You, and tracking progress through NEBOSH Assessments, confirming Your eligibility to participate in NEBOSH Assessments and confirming previous units attained by You which count towards NEBOSH Assessments. You are responsible for ensuring that all information provided for the purpose of enabling Enrolment is complete and accurate. You shall give NEBOSH all information it reasonably requires to complete the Enrolment process. [Information will be stored in accordance with NEBOSH's privacy policy.] 3.4. Enrolment for a NEBOSH Assessment means that You are agreeing to abide by the regulations for that NEBOSH Assessment, as set out in the relevant Syllabus Guide. 3.5. Any samples, description matter or advertising issued by NEBOSH, and any descriptions contained in NEBOSH's brochures, are issued or published for the sole purpose of giving an idea of NEBOSH Products. They shall not form part of the Conditions or have contractual force. 3.6. Subject to clause 2.3, these Conditions shall apply to the exclusion of any other terms, or any other terms that You seek to impose, or which are implied by law, custom, practice or course of dealing. 3.7. Once NEBOSH has despatched to You acceptance of Your Enrolment You have 14 days or until the first assessment has been registered for in which to 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. NEBOSH ASSESSMENTS 4. Registration for NEBOSH Assessments 4.1. Your registration will only be effective once NEBOSH has sent to You an Assessment Registration Confirmation (ARC) document (to the [email address] provided by You to NEBOSH and NEBOSH has received in full the Registration Fee (and any other fee specified by it from time to time) 4.2. When registering for a NEBOSH Assessment You are agreeing to abide by the regulations for that assessment, as set out in the relevant Guide for that assessment. 4.3. Fees and registrations are not transferable to alternative examinations or later examination sittings, or between learners. 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 re-marking and any additional administration required to be undertaken by NEBOSH on Your behalf. 5. NEBOSH's Liability 5.1. NEBOSH can only assess those Assessment Submissions which it receives. NEBOSH accepts no liability for any Assessment Submissions which may be lost, damaged or incorrectly uploaded 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. any: i. loss of profit; ii. loss of anticipated savings; iii. loss of use or corruption of software, data or information; iv. Failure of Learners technical equipment required to complete assessment including internet access v. loss of earnings; vi. loss of opportunity or loss of living expenses; or vii. indirect or consequential 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. Nothing in these conditions shall operate to exclude or limit NEBOSH's liability which cannot be legally limited including (but not limited to) liability for: 5.2.3. death or personal injury due to its negligence; 5.2.4. fraud or fraudulent misrepresentation; or 5.2.5. any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). 5.3. Without prejudice to clause 6.3, 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. 5.4. 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. 5.5. 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. Conditions relating to use of our website can be found here 6. Termination 6.1. Either party may terminate the Conditions with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Conditions and (if such a breach is remediable) fails to remedy that breach with 14 days of that party being notified in writing to do so. 6.2. NEBOSH may terminate Your Enrolment or registration at any time by written notice if: 6.2.2 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 You fail to pay any fees due to NEBOSH under this Agreement on the due date for payment; or 6.2.3 it is discovered that You have provided NEBOSH with any false or misleading information; or 6.2.4 You do not meet all of the administrative or academic requirements specified in the Guides issued by NEBOSH (where applicable); or 6.2.5 You are verbally or physically abusive in contravention of clause 8; or 6.2.6 You are involved in any malpractice pursuant to NEBOSH's Malpractice Policy. 7. Consequences of Termination 7.1. Termination or expiry of the Conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination or expiry. 7.2. Any provision of the Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Conditions shall remain in full force and effect. 8. Verbal or Physical Abuse NEBOSH will not tolerate verbal or physical abuse of its employees or stakeholders. Any such incident of abuse may lead to (a) restriction of communications with You to a specified means eg 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. 9. Data Protection 9.1. NEBOSH will hold personal information about You and will use the information as follows: 9.1.1. to process Your applications to NEBOSH and administer Your Enrolment and registration for NEBOSH Assessments including post-assessment services; 9.1.2. 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 Products You hold in connection with applications for employment; 9.1.3. to respond to queries raised by You 9.1.4. to administer Policies; 9.1.5. to notify You of Your NEBOSH Assessments results; 9.1.6. 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; 9.1.7. to carry out research to help NEBOSH to improve and plan its qualifications. The data used for this is non-identifiable for example (women under 50) 9.1.8. and 9.1.9. As otherwise permitted by the UK Data Protection Act 2018 Click here for more information on how we process your personal data in our Privacy Statement. 9.2. You hereby consent to NEBOSH emailing Your results to you. 9.3. You hereby consent to allow verification of Your NEBOSH results via the NEBOSH online Verification Portal or via the QR code on the Certificates and Parchments. 10. Intellectual Property Rights and Nebosh Website 10.1. All NEBOSH Intellectual Property shall remain vested in NEBOSH. NEBOSH Intellectual Property may not be reproduced/copied/distributed in any way without the prior written consent of NEBOSH or as required by law. 10.2. 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 learner personal identification number and You agree not to disclose it to any third party. 11. General 11.1. 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. 11.2. 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. 11.3. 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 Learning Partner 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. 11.4. NEBOSH may at any time assign, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under these Conditions. 11.5. You may not assign or deal in any other manner with any of your rights and obligations under the Conditions. 11.6. 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. 12. Statutory Rights These Conditions shall not affect Your statutory rights as a consumer.





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