



LEARNER TERMS & CONDITIONS

Please ensure You read Compassa terms and conditions thoroughly as it governs Your use of Compassa Ltd's services and limits our liability to You. By enrolling onto a Compassa course You are deemed to have accepted the terms and conditions outlined in this document

Contents

1. Definitions
2. Scope of Terms and Conditions
3. Payment of Fees
4. Enrolment, Transfer and Cancellation
5. Programme of study
6. Eligibility for Study
7. Assessments & Reasonable Adjustments
8. NEBOSH Assessments for registration
9. Compassa Ltd Liability
10. Terminating your qualification
11. Intellectual Property Rights Intellectual Property Rights (IPR)
12. Miscellaneous
13. Data Protection Act
14. Complaints Procedure

1. Definitions

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

Accredited Course Provider means Compassa Ltd

Application Form means the form submitted by You to Compassa Ltd when You apply to enrol or register for a Qualification or Assessment with Compassa Ltd;

Conditions means these Compassa Ltd General Terms and Conditions for Students;

Enrolment Fee means the fee payable by You when You apply to become a student/candidate of Compassa Ltd;

Guide(s) means the guides issued by an "Awarding Body" from time to time in respect of Compassa Ltd Qualifications

IOSH means the Institution of Occupational Safety and Health. IOSH Services Limited company registration number 1816826. Address: The Grange, Highfield Drive, Wigston, Leicestershire, LE18 1NN;

Malpractice Policy means the latest policy relating to malpractice, which may from time to time be amended;

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

Assessment these are assessments of practical units and/or examinations which contribute towards Your final qualification;

Policies means the policies of Compassa Ltd and Awarding Bodies 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 Qualification/Assessment with Compassa Ltd;

Scripts means the document containing Your answers to Assessments;

Awarding Body means NEBOSH, IOSH, or other organisation providing accreditation for Qualifications to Compassa Ltd;

You or Your refers to You, the student or prospective student for Compassa Ltd Qualifications;



2. Scope of Terms and Conditions

2.1. These Conditions govern Your relationship with Compassa Ltd and the Awarding Body which may come into force through any registration or enrolment You commit to through Compassa Ltd. For the avoidance of any doubt, Awarding Bodies are not responsible for the provision of teaching, tutorial or other such services at any venue or centre.

2.2. Pursuant to clause 2.1 these Conditions shall set out the basic obligations of Compassa Ltd and Your obligations and responsibilities which includes but is not limited to fees and payments.

2.3. When You enrol upon a programme of study for Your Qualifications, Your contract for that programme of study is with Compassa Ltd. the Awarding Body is not a party to this contract.

3. Payment of Fees

3.1. Compassa Ltd fees are subject to UK VAT, unless the customer is based outside of the EU.

3.2. Compassa Ltd course fees exclude examination registration and sitting fees unless otherwise specified.

3.3. The full fee, the minimum deposit or an official purchase order must accompany Your purchase or application for the programme. Where a purchase order is received, the invoiced fees are payable within 30 days. Any company sponsoring an applicant is responsible for the fees in all circumstances.

3.4. 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 Compassa Ltd or the Awarding Body. Any additional charges applied by your bank or money transfer provider must be covered by you. If this fee is deducted from the amount paid to us we will invoice you for this amount which then needs to be paid in full.

4. Enrolment, Deferrals, and Cancellations

4.1. By enrolling for a qualification with Compassa Ltd (whether You apply directly or whether a third party applies on Your behalf) You accept these Conditions.

4.2. Your enrolment with Compassa Ltd will only be effective if and when Compassa Ltd sends to You its official enrolment receipt and Compassa Ltd has received in full the Enrolment Fee and (if applicable) any other fee specified by it.

4.3. Enrolment is for the purposes of identifying You, to Compassa Ltd with whom You are studying, tracking progress through Qualifications, confirming Your eligibility to participate in Awarding Body Assessments and confirming previous units attained by You which count towards Awarding Body Qualifications.

4.4 You are expected to provide a copy of your photographic ID to Compassa within 7 days of enrolment. If this hasn't been received within the 7 days, Compassa Ltd will temporarily suspend account access until the ID has been received.

4.5. When enrolling for a qualification You are agreeing to abide by the regulations for that qualification, as set out by the Awarding Bodies to that qualification.

4.6. Qualifications, in part or whole, cannot be transferred to another party.

4.7. You have fourteen days from the date of purchase to cancel Your course and request a refund. Requests for refunds must be made in writing to: will@compassa.co.uk, or Compassa Ltd, 136 Hawthorn Avenue, Hull, HU3 5PY, United Kingdom.

4.8. No refunds will be offered to You for part or fully completed courses.

4.9. No refunds will be offered to You if any course material has been downloaded from Your qualification(s).

4.10 You have the right to defer your course to a course being held at a later date, subject to suitable dates/locations/spaces being available. You must attend the course within 12 months from the date of purchase. The course dates and locations are selected by Compassa Ltd. Should there be no acceptable future date of the course, Compassa Ltd. is under no obligation to offer a refund.

Compassa Terms and Conditions of Learners v1.

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5. Programme of Study

- 5.1. The qualification material supplied to You at the start of Your programme is written to meet the requirements of the published syllabus at that time. These materials, when used in conjunction with any supplementary materials provided during Your period of study and the tutorial support, provide all the information required for successful completion of Your programme.
- 5.2. Each enrolment is for a single user only. On registration, You will be allocated a user name and password ("ID"). You are responsible for all use of the Services using Your ID and for preventing unauthorised use of Your ID.
- 5.3. The price quoted to You or stated within our brochures and or website(s) is correct at the time of publication and is subject to change at any time.
- 5.4. Over the period of Your programme You will have access to Your course tutor by email during normal UK working hours from Compassa Ltd.
- 5.5. Your course access shall not exceed 12 months from the date of purchase.
- 5.6. Compassa Ltd accepts no responsibility for changes to the availability or syllabus content of the accredited courses as set by the Awarding Body. Should Your syllabus be phased out, at any time during Your study or assessment period, we can only extend this to the last available date for which Your course is valid. Students wishing to transfer to a new syllabus will incur a charge for this as deemed appropriate by us. In the event of changes to the syllabus and assessment criteria, we reserve the right to alter the content or structure of a course without prior notice being given to You.

6. Eligibility for study

- 6.1. All Compassa Ltd Qualifications are delivered and examined in English (unless specified in the advertised course description).
- 6.2. Should English not be Your first language, it is Your responsibility to ensure that Your proficiency in both written and oral English is of a sufficient standard to enable You to meet the demands of both Your studies and the examination(s).
- 6.3. Qualifications official titles which include the word "National" are based upon UK legislation and are not designed for non-UK based applications.
- 6.4. Qualifications official titles which include the word "International" are based upon no specific Countries legislation, however, are based on international codes of best practice are designed for International applications.
- 6.5. Compassa Ltd has the right to refuse examination registration for students should you not meet Compassa criteria.

7. Assessments and Reasonable Adjustments

- 7.1. It is Your responsibility to ensure You have registered for the appropriate examination, date and venue. Compassa Ltd cannot be held responsible for mistakes
- 7.2. Compassa Ltd's assessment closing dates are set independently of the Awarding Body.
- 7.3. For assessment registrations received after Compassa Ltd's closing date, Compassa Ltd reserve the right to refuse acceptance of Your application.
- 7.4. Where Compassa Ltd accept late assessment registrations, an additional charge will apply.
- 7.5. You have the right to apply for reasonable adjustments should You feel You will be at a disadvantage during Your Assessment.
- 7.6. Your application for reasonable adjustments must be accompanied by substantiated evidence of Your disadvantage.



7.7. Your application for reasonable adjustment must be sent to email: will@compassa.co.uk and must be received by Compassa Ltd prior to Your selected examination registration closing date.

7.8. Additional charges may be incurred by You for the implementation of Reasonable Adjustments.

8. NEBOSH Assessments for registration

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

8.2. Refund of 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).

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

9. Liability for Compassa Ltd

9.1. Compassa Ltd excludes liability for:

9.2.1 Any damage or loss to property unless triggered by the neglect of Compassa Ltd or its employees;

9.2.2 Any loss of profit and or loss of earnings, loss of opportunity or loss of living expenses or any indirect loss suffered by You due to the breach by Compassa Ltd of any obligation to You or due to any other act or omission or negligence of Compassa Ltd or its employees or agents.

9.3. Neither You nor Compassa Ltd 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.

9.4. Compassa Ltd 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. Compassa Ltd does not guarantee that its website is free from viruses and will be uninterrupted or error free.

11. Termination

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

11.1 You breach these Conditions or any terms and conditions contained in any letter confirming Your enrolment or any documents or Policies issued by Compassa Ltd or the Awarding Body at any time; or

11.2 You fail to pay any fees due to Compassa Ltd; or

11.3 You have provided Compassa Ltd whether through a third party or otherwise with any false or misleading information; or

11.4 You do not meet all of the administrative or academic requirements specified in the Guides issued by the Awarding Body; or

11.5 Any of the instances set out in clause 13 below occur; or

11.6 You are involved in any malpractice pursuant to the Awarding Bodies Malpractice Policy.

11.7. Should Compassa Ltd terminate Your learning programme there will be no refund of any funds paid.



12. Miscellaneous

12.1 Failure by Compassa Ltd 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 Compassa Ltd 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.

12.2. Compassa Ltd will post parchments/certificates by standard royal mail (unless recorded delivery or use of a courier is requested and paid for by You), Compassa accept no responsibility for non-delivery of items posted.

12.3 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.

12.4 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 that Act.

12.5 The contract governed by these Conditions shall be governed by and interpreted in accordance with English Law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

13. Data Protection Act.

13.1. Compassa Ltd will hold personal information about You and will use the information as follows:

13.1.1. To process Your applications to Compassa Ltd and administer Your enrolment and registration for Awarding Body Assessments;

13.1.2. To respond to requests from employers or employment agencies by providing verification or otherwise of information provided by You to employers or employment agencies of Qualifications gained through Compassa Ltd You hold in connection with applications for employment;

13.1.3. To respond to queries raised by You or the Awarding Body

13.1.4. To deal with any disciplinary matters in respect to You;

13.1.5. To recover any monies owed by You to Compassa Ltd;

13.1.6. To administer Compassa Ltd policies;

13.1.7. To notify You of Your Awarding Bodies Assessments results;

13.1.8. To liaise with the Awarding Body and exchange information relating to You;

13.1.9. To make You aware of services Compassa Ltd 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;

13.1.10. To carry out research to help Compassa Ltd to improve and plan its Qualifications;

13.1.11. For research purposes (in which case Your details will be anonymous); and

13.1.12. As otherwise permitted by the Data Protection Act 1998.

13.2. You hereby consent to Compassa Ltd emailing Your results to You if it so decides.

13.3. You hereby consent to Compassa Ltd featuring Your results on its website. In this event Your results will be accessible only to You and Compassa Ltd and identifiable via Your student Username and Password.

14. Complaints Procedure

If you have a complaint relating to any aspect of your course, please raise with Compassa Ltd to allow us to investigate under the Compassa complaints procedure, to resolve the issue.

14.1 NEBOSH Complaints

If you remain dissatisfied with our response you can escalate your complaint to NEBOSH by emailing info@nebosh.org.uk or by writing to:

Gemma Atkins

Head of Customer Services

NEBOSH



Dominus Way
Meridian Business Park
Leicester
LE19 1QW

NEBOSH will acknowledge the complaint in writing in 10 working days. All complaints will be resolved and a written response provided within 21 working days.

If the qualification is accredited by the SQA and the assessment took place in the UK, you may also seek regulatory advice from the SQA.

Complaints to the SQA can be made by calling 0345 213 5249, by emailing accreditation@sqa.org.uk or by writing to:

Head of Accreditation
Scottish Qualifications Authority
The Optima Building,
58 Robertson Street,
Glasgow,
G2 8DQ

SQA aims to provide acknowledgement within 5 working days and provide a considered response within 21 working days of receiving the complaint.