

## Course Terms and Conditions for the NEBOSH courses

This statement outlines the comprehensive terms and conditions that constitute the legally binding agreement between the parties. These terms and conditions will be effective from the date the Company accepts the application for the course.

### 1. Definitions

- 1.1. The **Company** means VSB – Technical University of Ostrava, Academy of Safety Engineering (ABI), accredited as a Learning partner of NEBOSH and approved to organise NEBOSH courses and examinations; registered at 17. listopadu 2172/15, 708 00 Ostrava-Poruba, Czech Republic
- 1.2. The **Candidate** means the individual or organisation from whom the application is received.
- 1.3. The **Learner** refers to the individual(s) participating in the course.
- 1.4. The **Course** refers to a singular training course or a specific series of training courses as outlined in the course brochure or proposal.

### 2. Application/Registration

- 2.1. To register for the **Course**, the **Candidate** needs to complete the **ABI “Application Form”**. Once the application is processed, the Candidate will receive confirmation of enrolment on the list of course participants.
- 2.2. By submitting the application form, the **Candidate** commits to pay the full course fee no later than three working days before the start of the course.
- 2.3. The **Candidate** confirms that his/her English proficiency (writing, reading, comprehension) is sufficient for undertaking the course. If there are any doubts, please contact the course administration team. No refunds will be granted if the Candidate’s English language proficiency is deemed insufficient for the course materials.
- 2.4. The data that must be collected and stored following the regulatory requirements of the **Company** and NEBOSH for the registration of students for NEBOSH courses and exams are:
  - Full name and surname
  - Date of birth
  - Private contact email address (this cannot be the Learning Partner email address or a generic email address, as learners’ results and most correspondence from NEBOSH is issued by email)
  - Contact address: home and/or work postal address (not the Learning Partner or assessment venue address)

- Telephone number (where available)
- The identity of the **Learner** will be checked during registration at the start of the course.

### 3. Course and examination fee

3.1. Payments can be made either by bank transfer to the company's account or through electronic payment available on our website (QR code). A confirmation and invoice will be issued to the **Learner** as soon as the course fee has been received.

3.2. The total cost of the course covers:

- **NEBOSH course**
- Face-to-face lectures led by an experienced tutor(s).
- Official NEBOSH course materials (eBook)
- Additional materials to deepen the **Learner's** knowledge. Access to the materials will be available for one month after the course ends, allowing **Learners** to download them to their computers for study before the exam.
- The opportunity to ask questions and schedule additional sessions with a tutor after classes.
- **Course and exam administration services.**
- **The exam cost**, which will be directly paid to NEBOSH by the **Company**.

3.3 The total cost of the course **does not include**:

- Accommodation/hotel, tickets/transportation to the training location, breakfast/dinner, and additional lessons.

### 4. Cancellation / Refunds / Resignation

4.1. Cancellation by the **Company**

The **Company** reserves the right to cancel any course at any time, but will make every effort to provide the **Learner** with a minimum of 7 days' notice before cancellation. In the event of a cancellation, the enrolment will typically be rescheduled for the next available identical course at the same venue. The **Company's** liability for course cancellations is expressly limited to the course fee paid.

4.2. Cancellation by the **Candidate/Learner**

4.2.1. Cancellation of course attendance by the **Learner**

- **Resignation Notification:** If a **Learner** decides to resign from the NEBOSH course, they should submit an official letter and inform the **Company** via email (abi.fbi@vsb.cz) about their decision immediately.
- **Consideration of Reasons:** Upon receiving the resignation notification, the **Company** will contact **Learner** to understand the reasons for the resignation and explore whether there is a possibility to address the issues that led to this decision. Suppose a person has a serious reason, such as illness, family emergencies, or significant work-related problems. In that case, the **Company** can offer them the opportunity to enrol in the next course within the calendar year.

#### 4.2.3. Resignation from the NEBOSH Course

- **Notification of Decision:** If a **Learner** decides to leave the NEBOSH training before its completion, he/she should promptly inform the **Company** of his/her decision.
- All cancellations must be notified to the **Company** in writing.
- If the application is cancelled by the **Candidate less than 3 working days before the course start**, the **Company** reserves the right to impose **cancellation of 100% of the total fee**, unless agreed otherwise.

### 5. Attendance, Assessment and Certification

5.1 Full attendance is required to complete the course and receive certification.

5.2 **The learner** is expected to actively engage in the discussions, exercises and assessments.

5.3 Successful completion of the course requires participation in all activities and passing the required assessments. Certification will only be issued upon successful completion of the course requirements.

5.4 **Learners** with special needs should inform the **Company**. Reasonable adjustments will be made to accommodate these needs where possible

### 6. Limit of Liability

The **Company** will not be responsible for any personal injury, loss, or damage to property incurred during the course unless caused by negligence.

## **7. Quality**

The **Company** shall provide lecturers who have the appropriate qualifications and experience in the given field. The **Company** shall also make every reasonable effort to ensure that the course is conducted and implemented professionally and competently and at a level appropriate to the nature of the course.

## **8. Copyright of course materials**

The materials provided during the course, such as books and handout materials, are intended for the **Learners'** use only. These training course materials remain the copyright of **the Company** and **NEBOSH** and may not be reproduced, copied, sold, or distributed to any third party, either in whole or in part. The **Learners** are permitted to use these materials and documents for their personal use exclusively.

## **9. Interpretation**

This agreement will be governed by and interpreted according to the laws of the Czech Republic. The parties involved hereby submit to the exclusive jurisdiction of the Czech Courts.

## **10. Force Majeure**

The **Company** will not be held responsible for refunding fees or any other penalties if courses are cancelled due to circumstances beyond its control, such as war, fire, strike, lock-out, industrial action, storm, accident, civil disturbance, or any other unforeseeable cause.

## **11. Company Policies**

Each **Learner** is required to read, comprehend, and adhere to the provisions outlined in the **Company's** HSE policy, Ethics code, and Data Protection Policies available on the VSB website.

## **12. Data Sharing and Data Protection**

All data is processed under the Data Protection Policy of the VSB - Technical University of Ostrava and related legislation. See:

<https://www.vsb.cz/en/university/official-notice-board/processing-of-personal-data>

[https://www.vsb.cz/export/sites/vsb/en/.content/files/pd\\_general-info.pdf](https://www.vsb.cz/export/sites/vsb/en/.content/files/pd_general-info.pdf)

By registering for the course, the **Learner** grants the **Company** permission to transfer their data (including full name, address, email address, gender, telephone contact

details, date of birth, and nationality) to NEBOSH for registration, examination, and certification of qualifications only.

NEBOSH has a privacy statement available on its website, explaining how it handles this data. The **Learners** have the right to access, rectify, delete, and withdraw their consent at any time without affecting the legality of prior processing based on consent.

The **Company** acts as the 'Document Controller' and NEBOSH as the 'Document Processor' when dealing with learners registering for the course. The Company and NEBOSH do not disclose or grant access to personal data to any third party, except as required by law or directed by NEBOSH or a Regulatory Authority.

### **13. NEBOSH Terms and Conditions**

In cases not covered by these terms and conditions, matters shall be resolved by the NEBOSH Terms and Conditions published on the NEBOSH website:

<https://www.nebosh.org.uk/policies-and-procedures/learner-terms-and-conditions/>