

1. Definitions

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

Accredited Course Provider means NTSS

Application Form means the form submitted by You to NTSS when You apply to enroll or register for a Qualification or Assessment with NTSS,

NEBOSH Training Agreement means the form and submitted by You to NTSS when You apply to enroll or register for a Qualification or Assessment with NTSS,

Conditions mean these NTSS General Terms and Conditions for Students,

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

Guide(s) means the guides issued by an “Awarding Body” from time to time in respect of NTSS Qualification’s

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 NTSS 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 NTSS

Scripts means the document containing Your answers to Assessments,

Awarding Body means NEBOSH, IOSH or other organisations providing accreditation for Qualification’s to NTSS ,

You or Your refers to You, the student or prospective student for NTSS Qualification’s,

2. Scope of Terms and Conditions

- 2.1. These Conditions govern Your relationship with NTSS and the Awarding Body which may come into force through any registration or enrolment You commit to through NTSS. 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 NTSS 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 Qualification's Your contract for that programme of study is with NTSS. The Awarding Body is not a party to this contract.
- 2.4. If the exams of the relevant qualification are carried out by the diploma/certificate issuing institution, NTSS does not have any responsibility for the conduct of the exams. Responsibility lies with the relevant examination institution.

3. Payment of Fees

- 3.1. NTSS course fees are subject to Value Added Tax applied in Turkey.
- 3.2. NTSS course fees exclude additional examination registration and sitting fees unless 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 10 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 NTSS 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.
- 3.5. Payment Plans are offered by NTSS under the following guidance;
 - 3.5.1. NTSS may refuse an application for a Payment Plan without reason;
 - 3.5.2. The balance of Your account must be cleared in full, prior to You registering for trainings;
 - 3.5.3. Your course advisor will agree Your Payment Plan with You, Prior to the commencement of Your qualification.
 - 3.5.4. All exam fees expire after 12 months if not used.

4. Discounts

Discounts on tuition fees are announced through communication tools and are timely.

5. Enrolment, Transfer and Cancellation

- 5.1.** By enrolling for a qualification with NTSS (whether You apply directly or whether a third party applies on Your behalf) You accept these Conditions.
- 5.2.** Your enrolment with NTSS will only be effective if and when NTSS sends to You its official enrolment receipt and NTSS has received in full the Enrolment Fee and (if applicable) any other fee specified by it.
- 5.3.** Enrolment is for the purposes of identifying You, to NTSS with whom You are studying, tracking progress through Qualification's, confirming Your eligibility to participate in Awarding Body Assessments and confirming previous units attained by You which count towards Awarding Body Qualification's.
- 5.4.** 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.
- 5.5.** Qualification's, in part or whole, cannot be transferred to another party.
- 5.6.** The right of withdrawal period starts on the day the contract is established in service contracts. Except in following cases where the right of withdrawal cannot be exercised and exceptions, You have right to withdraw from the contract within fourteen days without giving any reason and without paying penalty. Requests for refunds must be made in writing to: info@ntss.com.tr or NTSS Office.
- 5.7.** No refunds will be offered to You for part or fully completed courses.
- 5.8.** No refunds will be offered to You for registered exams to Awarding Body.
- 5.9.** If the medical doctor's report regarding the candidate's inability to take the exam / exams due to illness is approved by the accreditation institution, 10% of the exam fee determined by the relevant institution will be returned to the candidate for the canceled exam. 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).
- 5.10.** No refunds will be offered to You if any course material has been downloaded from Your qualification(s).
- 5.11.** Classroom courses must be sat within 6 months from the deposit being paid. If the classroom course has not been taken in this period, the course will be canceled and the deposit will not be refunded.
- 5.12.** A transfer fee may be requested from candidates who have previously taken training from another course provider and wish to participate in the exams through NTSS.

6. Programme of Study

- 6.1.** 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.
- 6.2.** Each enrolment is for a single user only. On registration, You will be allocated a user name

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and password (“ID”) . You are responsible for all use of the Services using Your ID and for preventing unauthorised use of Your ID for e-learning platform.

6.3. 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.

6.4. Over the period of Your programme You will have access to Your course tutor by email, forums, letter and telephone during normal Turkey working hours from NTSS .

6.5. Your course access shall not exceed 6 months from the date of purchase for e-learning platform for NEBOSH trainings.

6.6. Your course access shall not exceed 1 months from the date of purchase for e-learning platform for IOSH and other NTSS trainings.

6.7. NTSS 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.

7. Eligibility for study

7.1. NTSS Qualifications are delivered and examined in English or Turkish as specified in the advertised course description.

7.2. For Qualifications in English, 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).

7.3. Qualification’s official titles which include the word “National” are based upon UK legislation and are not designed for none UK based applications.

7.4. Qualification’s 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.

7.5. NTSS has the right to refuse examination registration for students should you not meet NTSS criteria.

8. Reasonable Adjustments

8.1. It is Your responsibility to ensure You have registered for the appropriate examination, date and venue. NTSS cannot be held responsible for mistakes.

8.2. You have the right to apply for reasonable adjustment should You feel You will be at a disadvantage during Your Assessment.

8.3. Your application for reasonable adjustment must be accompanied by substantiated evidence of Your disadvantage.

8.4. Your application for reasonable adjustment must be sent to, email: exams@ntss.com.tr or

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NTSS Office, Koru Mah. Ihlamur Cd. Tuğberk Sitesi No: 15 / 47 Çayyolu Çankaya / ANKARA - TÜRKİYE and must be received by NTSS 10 (ten) days prior to Your selected examination registration closing date.

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

9. NEBOSH Assessments for Registration

9.1. 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.

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

10. Liability for NTSS

10.1. NTSS excludes liability for:

10.1.1. Any damage or loss to property unless triggered by the neglect of NTSS or its employees,

10.1.2. 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 NTSS of any obligation to You or due to any other act or omission or negligence of NTSS or its employees or agents.

10.1.3. 10.3. Neither You nor NTSS 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.

11. Memberships

11.1. The memberships which are advertised as being available upon completion of NTSS courses are not guaranteed and are subject to the individual applying and being accepted by the membership body.

11.2. Applying for memberships with awarding bodies may incur additional fees which are for the Candidates own account.

11.3. All memberships are subject to acceptance by the applicable institutes, some levels of memberships with the institutes require a minimal amount of practical experience in addition to Qualifications.

11.4. The level of membership offered is at the discretion of the applicable institute at all times.

11.5. Progression from GradIOSH to CMIOSH is through an internal IPD scheme.

12. Termination

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

12.1. You breach these Conditions, or any terms and conditions contained in any letter confirming Your enrolment or any documents or Policies issued by NTSS or the Awarding Body at any time, or

12.2. You fail to pay any fees due to NTSS, or

12.3. You have provided NTSS whether through a third party or otherwise with any false or

misleading information, or

12.4. You do not meet all of the administrative or academic requirements specified in the Guides issued by the Awarding Body, or

12.5. Any of the instances set out in clauses 13 and 14 below occur, or

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

12.7. Should NTSS terminated Your learning program there will be no refund of any funds paid.

13. Physical and or Verbal Abuse

NTSS 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 NTSS, at its sole discretion, considers to be serious or in repeated cases of physical or verbal abuse, termination of enrolment and/or registration with NTSS and the Awarding Body, and/or exclusion from future enrolment or registration with NTSS and the Awarding Body.

14. Intellectual Property Rights (IPR)

14.1. All copyright and other intellectual property rights in Course material purchased from NTSS shall remain vested in NTSS and such materials may not be reproduced/copied/distributed in any way without the prior written consent of NTSS or as required by law.

14.2. If You access the NTSS website You must do so only subject to NTSS terms of use on its website. You are responsible for keeping secure Your password and user account information and You agree not to disclose it to any third party.

15. Miscellaneous

15.1. Failure by NTSS 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 NTSS 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.

15.2. NTSS will post certificates by the standard courier company (unless recorded delivery is requested and paid for by You), NTSS accepts no responsibility for non-delivery of items sent. When the certificates need to be regenerated, the student agrees to pay the certificate fee.

15.3. 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.

15.4. 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 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 relevant Act.

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

16. Data Protection Act.

- 16.1.** NTSS will hold personal information about You and will use the information as follows:
- 16.1.1. To process Your applications to NTSS and administer Your enrolment and registration for Awarding Body Assessments,
 - 16.1.2. To respond to queries raised by You or the Awarding Body
 - 16.1.3. To deal with any disciplinary matters in respect to You,
 - 16.1.4. To recover any monies owed by You to NTSS,
 - 16.1.5. To administer NTSS policies,
 - 16.1.6. To notify You of Your Awarding Bodies Assessments results,
 - 16.1.7. To liaise with the Awarding Body and exchange information relating to You,
 - 16.1.8. To make You aware of services NTSS and other similar organisations can offer including information on current and future courses and Qualification's unless You have notified us that You have opted out of receiving such information,
 - 16.1.9. To carry out research to help NTSS to improve and plan its Qualification's,
 - 16.1.10. For research purposes (in which case Your details will be anonymous), and
 - 16.1.11. As otherwise permitted by the Data Protection Act 6698.

16.2. If You are studying outside the European Economic Area NTSS may need to transfer Your personal information to the Awarding Body in the European Economic Area to use Your information so that services intended by these Conditions can be provided to You. Countries inside the European Economic Area protecting personal data as per GDPR data protection act at the same level of protection to Your personal data as is available in the European Economic Area. By enrolling with NTSS where You are studying outside the European Economic Union You explicitly consent to such transfer of Your personal information.

16.3. You hereby consent to NTSS emailing Your results to You if it so decides.

16.4. You hereby consent to NTSS featuring Your results on Awarding Body's website. In this event Your results will be accessible only to NTSS and identifiable via Username and Password.

17. Further Information

17.1. By enrolling onto an NTSS course You agree to accept our stakeholders' terms and conditions which can be found on their websites or by following the below link:

[Policies and Procedures - NEBOSH](#)

[Politika ve Prosedürler – NTSS](#)

[Policies and procedures \(iosh.com\)](#)

17.2. NTSS are a registered Turkey company, Company Mersis No: 0632037585200012.

17.3. NTSS are VAT registered in Turkey. Tax Office: Başkent VAT No: 6320375852.

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- 17.4.** NTSS registered Turkey Head Office address: Regnum Sky Tower İşçi Blokları Mah. Muhsin Yazıcıoğlu Cad. No:57/116 (T Katı) 06530 Çankaya / ANKARA - TÜRKİYE.
- 17.5.** NTSS registered Turkey Head Office telephone number: +9 (0) 312 911 0860.
- 17.6.** NTSS registered Turkey Head Office main email address: info@ntss.com.tr
- 17.7.** NTSS registered Website: <https://www.ntss.com.tr>.

18. Statutory Rights

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

19. Complaints Procedure

If you have a complaint relating to any aspect of your course, please raise it with NTSS to allow us to investigate under the NTSS Student Complaints and Appeals Procedure to resolve the issue.

- The complaints can be e-mailed to NEBOSH (info@nebosh.org.uk) for NEBOSH training.
- The complaints can be e-mailed to (csc@iohs.com) for IOSH Training.
- The complaints can be e-mailed to (support@exemplarglobal.org) for Exemplar Global Training
- Where the complaint cannot be resolved internally, the Student can apply to the Consumer Arbitration Committee of Ministry of Customs and Commerce to solve the case.

20. Data Protection Policy

At NTSS we recognise that privacy is important. This Policy applies to all of the products, services, resources and courses offered by NTSS .

Data Protection Policy can be downloaded and read from link: <https://www.ntss.com.tr/eng/policy-procedures.html>. If you have any questions about this Policy, please feel free to contact us through our website or write to us at dpo@ntss.com.tr

21. Terms of Use of Website

Please download and read term of use of website in the website service agreement from following link: <https://www.ntss.com.tr/eng/policy-procedures.html>