



Learner Terms and Conditions

1. Definitions

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

Accredited Course Provider means NTSS Ltd

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

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

Conditions means these NTSS Ltd General Terms and Conditions for Students,

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

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

Scripts means the document containing Your answers to Assessments,

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

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



Learner Terms and Conditions

2. Scope of Terms and Conditions

2.1. These Conditions govern Your relationship with NTSS Ltd and the Awarding Body which may come into force through any registration or enrolment You commit to through NTSS 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 NTSS 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 Qualification's Your contract for that programme of study is with NTSS Ltd. the Awarding Body is not a party to this contract.

3. Payment of Fees

3.1. NTSS Ltd course fees are subject to Value Added Tax applied in Turkey.

3.2. NTSS Ltd 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 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.

3.5. Credit Card and International Debit Card payment/s may incur a 2.5% of payment fee;

3.6. Payment Plans are offered by NTSS Ltd under the following guidance;

3.6.1. NTSS Ltd may refuse an application for a Payment Plan without reason;

3.6.2. 30% of the total course fee is required as the minimum deposit for a Payment Plan;

3.6.5. The balance of Your account must be cleared in full, prior to You registering for examinations;

3.6.6. Your course advisor will agree Your Payment Plan with You, Prior to the commencement of Your qualification;

3.6.7. Failure to maintain Your agreed payment will result in Your course access to be suspended;

3.6.8. Should your course access be suspended (per 3.6.6) Your account will accrue a 200 TL + %18 VAT per month admin charges;

3.6.9. Payment Plans can be paid by: Credit/Debit card, Bank transfer subject to bank charges/ fees;

Learner Terms and Conditions

3.6.10. Once online access has been made, full payment will be required;

3.6.11. All exam fees expire after 18 months if not used.

4 - Discounts

4.1 NTSS applies discounts to training services for following conditions:

4.1.1 10% when the number of participants from the same institution is at least 3 persons;

4.1.2 10% to the relatives of the martyrs;

4.1.3. 10% for disabled participants;

4.1.4. 5% for participants who have paid at least 2 months ago for classroom trainings;

4.1.5. 10% for participants who have paid at least 4 months ago for classroom trainings;

4.1.6. 10% to IIRSM members for IIRSM approved trainings.

4.2. In cases where more than one discount is applied, the single discount rate is the highest one. In order to apply the discount, the relevant documents must be sent to NTSS by e-mail to kayit@ntss.com.tr.

4.3. In case of payments by bank transfer, the discounted amount is transferred by the BUYER after the related documents are sent to kayit@ntss.com.tr and confirmed by e-mail.

4.4. For credit card payments, NTSS will refund the discounted amount to the credit card received payment.

5. Enrolment, Transfer and Cancellation

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

5.2. Your enrolment with NTSS Ltd will only be effective if and when NTSS Ltd sends to You its official enrolment receipt and NTSS Ltd 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 Ltd 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 You are expected to provide a copy of your photographic ID to NTSS within 7 days of enrolment. If this hasn't been received within the 7 days, NTSS Ltd will temporarily suspend account access until the ID has been received.

Learner Terms and Conditions

5.5. 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.

5.6. Qualification's, in part or whole, cannot be transferred to another party.

5.7. The right of withdrawal period starts on the day the contract is established in service contracts. Except in 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.

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

5.9. No refunds will be offered to You for registered exams to Awarding Body.

5.10. Refund of fees will be made in respect of cancelled registrations only where corroborated by a medical certificate 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).

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

5.12 Class room courses must be sat within 1 year from the deposit being paid. If the classroom course has not been taken in this period, the course will be cancelled and the deposit will not be refunded.

5.13 NTSS will enrol students undertaking the NEBOSH National or International Diploma in Occupational Health & Safety qualification, with NEBOSH for a period not exceeding 5 years. This does not affect your eLearning course access duration as stipulated in NTSS marketing material.

5.14 Should you cancel your course after the fourteen day cooling off period, you are liable to pay the full amount of your course purchased.

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 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.

Learner Terms and Conditions

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 Ltd.

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 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.

7. Eligibility for study

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

8. Assessments and Reasonable Adjustments

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

8.2. NTSS Ltd Assessment closing dates are set independently of the Awarding Body.

8.3. For assessment registrations received after NTSS Ltd closing date, NTSS Ltd reserve the right to refuse acceptance of Your application.

8.4. Where NTSS Ltd accept late assessment registrations, an additional charge will apply.

Learner Terms and Conditions

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

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

8.7. Your application for reasonable adjustment must be sent to, email: exams@ntss.com.tr or NTSS Office, Koru Mah. Ihlamur Cd. Tuğberk Sitesi No: 15 / 47 Çayyolu Çankaya / ANKARA - TÜRKİYE and must be received by NTSS Ltd 10 (ten) days prior to Your selected examination registration closing date.

8.8. 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. 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).

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

10. Liability for NTSS Ltd

10.1. NTSS Ltd excludes liability for:

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

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

10.3. Neither You nor NTSS 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.

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

11. Memberships

11.1. The memberships which are advertised as being available upon completion of NTSS Ltd 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 Qualification's.

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 Ltd 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 Ltd or the Awarding Body at any time, or

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

12.3 You have provided NTSS Ltd 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 clause 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 Ltd terminated Your learning programme there will be no refund of any funds paid.

13. Physical and or verbal Abuse

NTSS Ltd 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 Ltd, 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 Ltd and the Awarding Body, and / or exclusion from future enrolment or registration with NTSS Ltd and the Awarding Body.

14. Intellectual Property Rights (IPR)

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

14.2 If You access NTSS Ltd website You must do so only subject to NTSS Ltd 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 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 NTSS 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.

15.2. NTSS Ltd will post certificates by standard courier company (unless recorded delivery is requested and paid for by You), NTSS accept no responsibility for non-delivery of items sent.

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

16.1.1. To process Your applications to NTSS Ltd 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 Ltd,

16.1.5. To administer NTSS Ltd policies,

16.1.6. To notify You of Your Awarding Bodies Assessments results,

Learner Terms and Conditions

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 Ltd 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 Ltd 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 Ltd 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 Ltd 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 Ltd emailing Your results to You if it so decides.

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

17. Further Information

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

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

- NEBOSH Malpractice Policy
- NEBOSH Learner Terms and Conditions and more.
- NEBOSH Enquiries About Results (EARs) (Policy and forms)
- NEBOSH External equal opportunities policy and more.
- IOSH Terms & Conditions (<https://www.iosh.co.uk/Terms-of-use.aspx>)

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

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

17.4 NTSS Ltd registered Turkey Head Office address: Koru Mah. Ihlamur Cd. Tuğberk Sitesi No: 15 / 47 Çayyolu Çankaya / ANKARA - TURKEY.

17.5 NTSS Ltd registered Turkey Head Office telephone number: +9 (0) 312 911 0860.

17.6 NTSS Ltd registered Turkey Head Office main email address: info@ntss.com.tr



Learner Terms and Conditions

17.7 NTSS Ltd 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 with NTSS Ltd to allow us to investigate under the NTSS Student Complaints and Appeals Procedure to resolve the issue.

19.1 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:

Tania Barker

Customer Service Manager

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.

Data Protection Policy

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

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

Plagiarism Policy

Introduction

As a business which carries out assessment we have an obligation to ensure that the students receive a fair and accurate representation of their work, this could be in the form of assessing evidence for vocational qualifications or submissions of assignments or examinations.

Plagiarism undermines the value of qualifications for all concerned from the student, the training provider and the awarding body, as it undermines their credibility. If a student passes an assessment or gains a qualification by unfair means, it is unfair to others who have gained the qualification by proper means. For those reasons we must ensure that plagiarism and other forms of cheating have not taken place.

What is plagiarism?

Plagiarism involves the student or candidate knowingly taking, copying and using another person's work and claiming it as their own.

It can be a fine dividing line between deliberate plagiarism and failure to acknowledge sources of information or contributions by other parties appropriately.

To avoid plagiarism you must give clear credit whenever you use:

Another person's idea, opinion or theory
Statistics, and various data such as graphs, etc.
Quotations or paraphrases of another persons written or spoken words

Responsibilities

It is the responsibility of the student to ensure that work submitted for purposes of assessment is their own and to ensure that any input from a third party is clearly referenced.

It is the responsibility of assessment staff, examiners and invigilators to stress to the students that we as a provider and the awarding bodies will not tolerate plagiarism and will investigate any such identified occurrences of plagiarism and ultimately inform them of the consequences if they fail to comply.

Preventative action

Steps to reduce the potential for plagiarism should always be taken, this may be in the form of changing assessment plans and individualizing. Randomly asking questions rather than standardizing, or having a bank of questions on which to draw also changing methods of assessment where possible. Ensuring an appropriate level of assessors, supervision and or invigilators, who are suitably trained, are available.

Candidates should be encouraged to put in quotations everything that comes directly from another person. Also to paraphrase, but ensure that they are not just simply rearranging or altering a few words.

Investigation

Evidence of plagiarism must be gathered carefully and confidentially. All documentation relating to a potential case must be retained and stored securely.

In all cases the person carrying out the investigation must ensure that there is clear evidence that plagiarism has taken place.

Therefore the following must be considered:

Was the outcome of the qualification changed by the plagiarism? If so then the assessment should be taken again.

If the plagiarism was minor and did not appear to be intentional cheating then guidance and support should be given to the student to overcome this.

If the plagiarism takes the form of copying and pasting material from a resource such as the internet the student must be made aware that this is unacceptable and must be advised to resubmit.

If the student fails to understand it should be questioned as to whether the course is suitable for them or whether the assessment instructions are clear.

Outcome

If after a thorough investigation it is clear that plagiarism has occurred the candidate must be informed of the consequences.

Depending on the qualification, this could be resubmitting evidence as part of an NVQ, voiding an examination result or re-sitting an examination.

Appeals

If the candidate disputes the allegation they have the right to appeal to the awarding body. Details of the individual awarding body's procedure should be made available to the candidate at the earliest opportunity and both parties should follow their guidance.

If you have any additional questions or concerns about this Policy, please feel free to contact us any time through this web site or at info@ntss.com.tr

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>