



Phoenix Health & Safety - Booking Terms and Conditions

General

Payment terms are 14 days from invoice, but payment must be received before course begins. Materials and log in details (if relevant) will not be issued until payment is received. Phoenix Health & Safety reserves the right to refuse admittance to the course until payment is received.

Phoenix Health & Safety reserves the right to cancel or alter the dates or provision of service, the venue and the individual or organisation providing the service. This includes moving classroom courses to our online blended service where we are unable to reasonably provide a classroom environment. In the event of a course cancellation, bookings will normally be deferred to the next available course at the same venue unless the client specifically requests otherwise. If a booking is cancelled or deferred by the client, Phoenix Health & Safety reserves the right to apply the below charges. These charges also apply to in-house training courses or consultancy services cancelled or deferred by the client.

Notice Given / % of fee chargeable

- More than 28 days – 0%
- 15-28 days – 50%
- 1-14 days – 75%
- Cancellation/Non-attendance without notice – 100%

In addition, Phoenix Health & Safety reserves the right to charge a £30 administration fee for each cancellation/deferral. Telephone cancellations/deferrals can be accepted but have to be received 7 days prior to course commencement and should be confirmed immediately in writing (by post, fax or email). For cancellations/deferrals within 7 days preceding the course commencement date, Phoenix Health & Safety reserve the right to pass on any such delegate fees that they incurred for each day of the course deferral.

Provisional bookings are not permitted. Bookings are confirmed once submitted and are subject to cancellation terms above.

Fees quoted are correct at time of publication, but Phoenix Health & Safety reserves the right to alter fees at any time.

These terms shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English court.

Consultancy Services

Any risk assessments conducted (if applicable) are general risk assessments required by the Management of Health & Safety at Work Regulations 1999. This does not include more specific risk assessments as required by other regulations, unless specified.

Telephone/email support (if applicable) covers any work that does not involve the physical travel to the client's site. If extra work on client's site is required, this will be charged at an agreed amount.

In the case of the telephone/email support contracts, the contract start date will be the date the client signs to accept the proposal.

Annual telephone/email support contracts will automatically renew on their anniversary. If the client does not wish to renew the contract, they must notify Phoenix Health & Safety in writing at least 30 days prior to the end of the contract.

Classroom Courses

Whilst we will try to maintain ideal numbers of delegates to tutors, this is not always possible. The final decision on number of delegates per course is made by Phoenix Health and Safety.

Phoenix Health & Safety reserves the right to deliver a course by using one or multiple trainers. Whilst the same trainer will always be used where possible, this is not always practical.

Course materials are kept under continuous review via rigorous quality procedures. Phoenix Health and Safety cannot be held responsible for any omissions or errors in the course materials.

Phoenix Health & Safety cannot be held responsible for unforeseen circumstances (including acts of God) that affect the running/delivery of a course. We will endeavour to work with our clients to resolve any such matter to the best of our ability.

Car parking charges may vary from those listed on the Phoenix website. Phoenix Health & Safety is not liable for any such charges.

Whilst Phoenix Health & Safety does its best to keep venues as listed on the website, Phoenix Health and Safety reserves the right to change the venue at any time. Delegates will be notified of any changes to the course venue.

Distance Learning

For NEBOSH Certificate courses, materials are provided that are up to date at the time of booking. If materials are updated, free revisions can be provided by Phoenix. We will notify students of updates via email and/or social media platforms. For NEBOSH Diploma, the textbooks provided are up to date at the time

of booking. The textbooks are from a third party supplier, so any revisions to the syllabus will require updated textbooks to be purchased. We can provide these at cost price.

All fees are payable in advance. Course materials will not be sent until payment is received. Fees quoted are correct at time of publication. Phoenix Health & Safety reserves the right to alter fees at any time. Cancellations following a confirmed booking will be charged a £30 administration fee. Once materials are sent, refunds cannot be offered. Shipment of materials to non-UK addresses may incur an additional fee.

Support from the study support team is unlimited, however the onus is on the delegate to contact tutors when in need of assistance. This can be done via telephone, email, social media, Skype, etc.

Tutor-marked assignments are provided as part of the course materials. It is vitally important that these are completed and submitted for feedback before delegates sit exams.

E-Learning Training Courses & Audio Books

Invoices will be issued immediately on receipt of booking forms.

Login details and access to E-Learning courses and Audio Books are supplied only on payment of invoice.

No refunds or cancellations can be offered once login and access details have been provided.

NVQ Courses

Delegates are responsible for ensuring they are suitable for the NVQ by completing the self-assessment eligibility check prior to enrolment. Upon enrolment, delegates will be registered with the awarding body (ProQual). If it is determined after registration that a delegate is unsuitable for the NVQ, either by the delegate or Phoenix, the delegate will be withdrawn. If a withdrawal or cancellation occurs within 14 days of registration, a £150 administrative fee will be charged to cover registration and processing costs. No refund will be provided for withdrawals or cancellations made after 14 days.

The purchase includes 18 months of support from the date of enrolment. If the qualification is not completed within this timeframe, delegates may request an extension, which will be subject to additional fees if approved.

The NVQ is a self-directed qualification, and delegates are responsible for maintaining consistent progress and contacting their assessor as needed. Assessors are available to provide unlimited support during the qualification period and will proactively reach out to provide support, but it is the delegate's responsibility to seek assistance when required.

Delegates must complete the NVQ within three years of initial enrolment. If the qualification is not completed within this timeframe, the delegate will be withdrawn from the programme with no refunds provided.

In-House Training

For any courses that are to be provided on the client's premises, it is the responsibility of the client to provide the following:

- A suitable training room, large enough for all attendees
- Lunch and refreshments (if applicable)
- A projector, flipchart and pens
- Toilet and washing facilities

Exams

All NEBOSH exams taken in the UK must be booked and paid in full 4 weeks before the date of the exam. South African exams must be booked and paid in full 8 weeks before the date of the exam. Once you have been registered for an exam the fees are not refundable.

We do accept later bookings, although it is important to note that there may be additional fees. If you submit a late exam booking and have missed the NEBOSH exam cut-off date, payment of late exam registration fees will be chargeable in order to register your exams.

Whilst Phoenix Health & Safety does its best to keep venues as listed on the website, Phoenix Health and Safety reserves the right to change the venue at any time. Delegates will be notified of any changes to the course venue.

Car parking charges may vary from those listed on the Phoenix website. Phoenix Health & Safety is not liable for any such charges.

As part of NEBOSH's Open Book Exam (OBE) process, you may be required to attend a closing interview. This is usually done virtually via Teams or Zoom. If you fail to attend a closing interview without giving us 2 working days' notice, you will be charged £30 +VAT to re-book.

Upon booking a NEBOSH Certificate Classroom or Virtual Classroom course, you will be automatically enrolled onto the nearest exam date for that course. If you book a NEBOSH Diploma Classroom or Virtual Classroom course, you book the exam when you're ready. The exam costs are still included in the course cost.

When you book a NEBOSH Classroom or Virtual Classroom course, your exam costs are included in the cost. For Certificate courses, you will be automatically enrolled onto the nearest exam date to the course. For Diploma courses, you book the exams when you're ready. The cut off for changing your exam date is 3 weeks from

the exam date. If you need to change the date of your exam, please contact our Operations Administration department.

Phoenix Pass Pledge

Phoenix Health & Safety offer a pass pledge on all IOSH, NEBOSH and CITB courses. This means that candidates are entitled to continue studying (free of charge) if they fail to meet the required standard in the examinations. The Phoenix Pass Pledge only applies if the following criteria are met:

- The candidate is accepted onto the course by Phoenix Health & Safety.
- The candidate takes a full and active part in the course, and completes any tasks/projects set.
- The candidate attends every day of the course.
- The candidate meets the required standard in all tutor-marked assessments.
- If applicable, the delegate will be required to pay the exam fees for any re-sits.

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