



ACT Associates Ltd — Terms and Conditions

Please read these terms and conditions thoroughly before making a booking with ACT. By making a booking, the purchaser agrees to be bound by these terms and conditions.

Cancellation

Cancellation charges relating to bookings are calculated from the date ACT receives **written cancellation**.

- Written cancellations received **at least 45 days** before the start of the course: a **part refund** will be made, less a **10% cancellation fee** to cover costs.
- Within **45 days** of the course start date: **no refund** will be made.
- Failure to attend will be treated as a **cancellation**.

A **substitute delegate** may be sent instead, subject to their successful application.

Transfers

Transfers to alternative course dates may be requested, but are:

- at the **discretion of ACT**
- subject to the **same terms as cancellations**
- required to be made **in writing**

If a transfer request is received **at least 45 days** before the course start date, a **10% transfer fee** applies.

For transfers requested **within 45 days** of the course start date, the **full fee is payable**.

Course Changes and Delivery

Course information is correct at the time of publication, but ACT reserves the right to alter or cancel an event due to circumstances beyond its control.

ACT also reserves the right to cancel or change:

- course dates
- the provision of service

- method of delivery
- the venue
- the individual or organisation providing the service

This includes moving **face-to-face classroom courses** to **virtual online delivery, e-learning, or blended learning** where ACT is unable to reasonably provide a classroom environment.

If ACT cancels a course, bookings will normally be **deferred to the next available course at the same venue**, unless the client specifically requests otherwise.

ACT accepts **no responsibility for accommodation costs** if an event is cancelled. Any accommodation is booked directly by the client at their own risk, so a cancellable rate is recommended.

COVID / Illness

If a learner tests positive, they **must not attend** the training course.

A substitute delegate may be sent instead, subject to successful application.

Failure to attend will be treated as a cancellation.

Course Fees

Course fees include:

- tuition
- documentation
- refreshments
- light lunch

This excludes **CCNSG courses** and **overnight accommodation**.

ACT may offer discounts for organisations booking more than one delegate onto the same course at the same time.

Fees are correct at the time of publication, but ACT reserves the right to alter fees at any time.

Course Materials

Course materials for virtual course delivery are provided in advance of the course.

It is the learner's responsibility to ensure that:

- a preferred delivery address is provided
- arrangements are made to ensure receipt

If materials are not received, additional replacement costs may be incurred.

Shipment of materials to **non-UK addresses** may incur an additional fee.

Joining Instructions

Joining instructions will normally be provided in advance of the course start date.

Certification

Once the course has been successfully completed and payment has been received, ACT will release the certificate as soon as reasonably practicable, subject to receipt from the awarding body.

Any delay in payment may delay the certificate being issued.

Digital certification is sent by email to learners individually.

Hard copy certificate requests made by individual learners are subject to a **postage and packing fee**, payable before dispatch. Certificates may also be collected from ACT's offices in Stourbridge.

For multiple e-learning licence purchases and in-house courses, all hard copy certification is sent to **one address only** for distribution by the main client contact.

NEBOSH Assessments

ACT is a registered **NEBOSH Examination Centre** and accepts external learners, subject to NEBOSH and ACT criteria.

All fees must be paid before assessment registration.

Once an assessment has been registered:

- **no refunds** are available for NEBOSH assessment fees
- **no refunds** are available for ACT admin/invigilation fees

Assessment bookings may be transferred to another assessment sitting, but an **additional transfer fee** will apply.

Learners may move their planned assessment sitting **no more than two times**, provided:

- NEBOSH registration has **not yet taken place**
- the request is made before the **ACT registration deadline**

If a learner reschedules for a **third time**, ACT reserves the right to charge **cancellation fees**.

ACT reserves the right to cancel an assessment date. If that happens, ACT will usually defer the assessment to the **next available date**, unless the learner specifies otherwise.

Venues

ACT uses quality venues where possible to enable delegates to attend on either a residential or non-residential basis.

ACT reserves the right to change the venue at any time. Delegates will be notified of any venue changes.

Car parking charges may vary from those listed on the website or in joining instructions. ACT is **not liable** for those charges.

In-House Training

For courses delivered at the client's premises, the client is responsible for providing:

- a suitable training room large enough for all attendees
- lunch and refreshments
- a suitable screen for computer display projector
- a computer display projector with HDMI/VGA connection
- a flip chart and pens
- a **U-shaped conference layout**, unless otherwise specified
- toilet and washing facilities

E-Learning

Login details and supporting materials will not be issued until payment is received.

Passwords and Access

A password for online access to e-learning products will be issued once ACT has received and accepted the order.

A valid email address is required so ACT can create a unique student account.

The purchaser is responsible for:

- submitting accurate details
- keeping ACT informed of any changes relevant to student status

The purchaser will have access to the e-learning course for the period specified in the ACT confirmation email.

Access will cease after the **expiry date**.

ACT will endeavour to allow uninterrupted access, but access may be suspended, restricted or terminated at any time.

ACT also reserves the right to change, modify, substitute or remove site information without notice.

Transfers

E-learning products are **non-transferable** and the contract is solely between ACT and the original purchaser.

The user must not share or pass their username and password to any third party, whether freely or for gain.

ACT reserves the right to cancel the purchase **without refund** if the product is transferred to a third party without written permission.

Cancellation and Refund

Provided the software has **not been accessed or logged into**, the purchaser may cancel the purchase within **7 days** of receiving the ACT purchase confirmation email or letter.

Cancellation must be made by email to actsales@actassociates.co.uk with the e-learning course and purchase details.

NEBOSH Assessment Fees for E-Learning

If NEBOSH Assessment Registration Fees and ACT Admin Fees are paid at the time of purchase of e-learning, they are only valid for:

- **12 months** from date of e-learning release for **Certificate**
- **36 months** from date of e-learning release for **Diploma**

NEBOSH Diploma Enrolment Fees are also only valid for **12 months** from the date of e-learning release.

If fees increase during that period, ACT reserves the right to charge the difference before confirming the assessment registration or booking.

Computer Compatibility and Technical Support

The software is tested and developed for use on **Windows-based computers**. ACT does not guarantee compatibility on any other platform.

It is the purchaser's responsibility to ensure that their computer and internet access are suitable.

The purchaser is also responsible for ensuring online access is protected from viruses and secure from unwanted intrusion.

Third Parties

The e-learning course may contain hyperlinks to third-party websites.

ACT does not control those websites and accepts no responsibility for their content. Inclusion of a hyperlink does not imply endorsement.

Force Majeure

ACT cannot be held responsible for unforeseen circumstances, including acts of God, that affect the running or delivery of a course.

ACT will endeavour to work with clients to resolve such matters as best it can.

General

Failure by ACT to enforce strict compliance with these terms does not amount to a waiver of any provision.

If any provision is invalid or unenforceable in whole or in part, the remaining provisions will continue in effect.

A person who is not a party to the contract has no rights under or in connection with it by virtue of the **Contracts (Rights of Third Parties) Act 1999**, unless expressly granted in writing by ACT.

ACT's total liability under these terms is limited to the **purchase price paid by the purchaser**.

Course materials are reviewed and maintained under strict quality procedures, but ACT cannot be held responsible for omissions or errors in those materials.

This contract is subject to the **jurisdiction of the courts of England and Wales**.

Privacy Policy

Information disclosed through ACT's website, email or by any other means will only be collected, stored and processed in accordance with its Privacy Policy.