1. Interpretation

1.1
In these Conditions the following words have the following meanings:

"CITB" means the Construction Industry Training Board (Registered Charity number 264289) whose principal place of business is CITB, 4 Cyrus Way, Peterborough, PE7 8HP.

“Mobile Testing Event” is a unique Test session requested by a specific organisation for a predetermined number of candidates (minimum number of 8 candidates), to be taken at a date and location of the candidate’s choosing. The method of Test delivery may vary dependent on the most suitable and appropriate option for each individual scenario and may include; mobile vehicle, portable building or if suitable third party locations such as a conference suite.

"Test" means any variant of the CITB Testing Services, including but not limited to; the Health, safety and environment (HS&E) test.

“Test Centre” means any location from which a Test is delivered or intended to be delivered to a candidate by a supplier including a temporary test centre. For the avoidance of doubt this does not include internet test centres.

"You, Your" means the person(s), firm or company who books the Test with CITB, or where the context so requires the individual taking the Test.

1.2
In these Conditions reference to any statute or statutory provision shall, unless the context otherwise requires be construed as a reference to a statute or statutory provision as from time to time amended, considered, modified, extended, re-enacted or replaced.

1.3
In these Conditions references to masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4
In these Conditions the headings will not affect the construction.

2. Contract Formation

2.1
The contract will be between You and CITB on these Conditions to the exclusion of all other terms and conditions and all previous oral or written representations.

2.2
An application to book a Mobile Testing Event shall be made by You, this shall be deemed to be an offer by You to purchase the Mobile Testing Event upon these Conditions. The contract is formed when the order is accepted by CITB by way of a written confirmation [(whether by letter or email)]. No contract will come into existence until a written confirmation is issued by CITB.

3. Price and Payment

3.1
The price for each type of HS&E Test booked for delivery by the Mobile Testing Event is £32.75. CITB reserves the right to change this price at any time.

3.2
Payment for the Mobile Testing Event must be made at least 5 working days prior to the event.

3.3
All monies due to CITB shall be due in UK pounds sterling (£). Should you have a credit account, the amount payable and due date for such payment will be listed on any invoices raised. When paying by a CITB credit account, if payment is not received by the required date the Mobile Testing Event will be cancelled.

3.4
No payment will be deemed to have been received until CITB has received cleared funds.

3.5
Mobile Testing Events are booked on the assumption of a four hour testing window. This includes entrance to and exit from the test location, setting up the test, and admitting and testing the candidates. If a Mobile Testing Event exceeds the booked four hour testing window, an additional £5 per test will be charged. If a test window exceeds the booked time to the extent that the driver would exceed the 10 hour daily driving limit (including travel to and from the testing location), an additional charge for overnight accommodation and expenses will be levied.

3.6
CITB offers You reasonable flexibility to amend the name and volume of candidates booked on the testing schedule up to 5 working days before the start of the Mobile Testing Event if no payment has been received by then. If You have made payment for the Mobile Testing Event, no changes are permitted to the volume of candidates.

4. Test Procedure

4.1
If any of the details on Your confirmation letter or email are incorrect You must contact the Customer Services Team on **0344 994 4492** immediately.

4.2
If You are unsure of which type or category of Test to book please call CITB in the first instance on **0344 994 4777**.

4.3
CITB will charge for the number of candidates booked for the Mobile Testing Event and are not responsible for candidates who are unable to attend on the scheduled test date and time.

4.4
CITB's Mobile Testing Event supplier can provide more details of the testing event in advance but will not disclose information about its testing vehicles, equipment or staff which breaches its data protection and security policies.

5. Admission Policy

5.1

It is the candidate's responsibility to ensure that he or she arrives at the Test Centre 15 minutes before the test time. CITB will accept no responsibility for candidates who arrive late or fail to arrive due to adverse weather conditions, failure of transport or any other circumstance.

5.2

If the Mobile Testing Event will take place in a prison then testing staff must never be left unaccompanied with prisoners. If this occurs, the testing staff will have to stop the test and leave the premises immediately.

5.3

You may be scanned prior to being admitted to the test centre and you will only be allowed into the test centre once the testing staff have admitted you. You may apply for a waiver for any medical condition which would prevent you from being scanned and will need to provide CITB with a signed waiver form which can downloaded from CITB's website at https://www.citb.co.uk/courses-tests/health-safety-and-environment-hse-test/booking-your-hse-test#whattodoonthedayofthetest at least **14 (fourteen)** days in advance of the date of your test. CITB may ask for more information including a medical letter to support your request for a waiver.

6. Identification Requirements

6.1

It is the candidate's responsibility to ensure that they have complied with the **identification requirements** for the Test (**"ID Policy"**) which should be viewed and downloaded from CITB's website at ID Policy.

6.2.

As detailed and defined in the ID Policy, any candidate who does not have the required form of Primary ID or Secondary ID listed in the ID Policy must complete the **Test ID Waiver Form** which should be viewed and downloaded from CITB's website at Waiver Form.

6.3

Please note that candidates will not be admitted for a Test if the required forms of identification are not provided, and the Test Fee will not be reimbursed.

6.4

Should you have any queries or concerns regarding CITB's identification requirements for the Test, please contact the Testing Customer Service team on **0344 994 4488**.

7. Reasonable Adjustments

7.1

All reasonable adjustments such as readers, interpreters and signers are not available through this service and must be arranged to be taken at a standard Test Centre in advance either online at Book, cancel or reschedule your test online or through our Adjustments Customer Service Team on **0344 994 4491** for all test types.

7.2
If candidates have difficulty in reading, all test stations have headphones which will allow the candidate to hear a voiceover of the Test in English. Candidates should notify the Test Centre staff on arrival that they need to use these. The Test Centre staff will explain to the candidates how the Test will be conducted.

7.3
If we have arranged adjustments for the candidate and they do not take the Test on the date arranged, CITB reserves the right to charge the booker the cost of such adjustments. The candidate will not be allowed to sit a Test until such charges are paid.

8. Revision Materials

8.1
Revision material is available to purchase in book and electronic formats for all Health, safety and environment (HS&E) test types from https://www.citb.co.uk/courses-tests/health-safety-and-environment-hse-test/prepare-for-the-testor alternatively by calling **0344 994 4488**. To ensure that revision material always remains up to date, please visit www.citb.co.uk/HSErevision

9. Tutorial

9.1
It is essential the candidate is familiar with how the Test is conducted. After the Test Centre staff have explained the operation, the candidate will have the option to conduct a tutorial to see how the test will work and look on screen, so they are familiar with the functionality before sitting the Test. The tutorial is not a practice test, and we strongly recommend the candidate take advantage of this tutorial, as once the Test has started; it is not possible to interrupt it.

10. Test Results

10.1
All candidates will be given written confirmation of whether they have passed or failed the Test. These score reports, regardless of test result will also indicate areas of weakness where all questions in that subject were not answered correctly.

10.2
Your test fee is not refundable if the candidate does not arrive at the Test Centre for the scheduled appointment. If the candidate fails, he or she will not be allowed to re-sit the Test within 48 hours.

10.3
If You require a duplicate pass certificate, You should access your score report via Your online account. If you request a duplicate pass certificate from our Customer Service Team on 0344 994 4488, this will incur a £10.00 administration charge.

10.4
CITB is unable to amend the result of a Test whatever the circumstances. However, CITB can order a re- test if it is satisfied the Test was not conducted correctly.

11. Conduct

11.1
The candidate may not bring anybody into the Test centre with them. Candidates are reminded that the Test centre is not set up to accommodate or store large personal items including but not limited to luggage, work tools or any bulky equipment. In addition, Test centres cannot securely store candidates' bicycles (or other modes of transportation) and these must be stored outside the premises at the candidate's own risk. Any items the candidate is carrying (including personal items such as keys, phones, bags, watches and wallets) must be stored in a personal locker provided at the Test Centre. Please note that the candidate must not refer to any document during the Test. All Test centres have CCTV and all Tests are recorded for security, detection or investigation of fraud purposes. CCTV footage is retained securely by the Test provider for a period of up to 30 days. Any misconduct by the candidate during the Test will result in the Test being stopped, the candidate's Test result being void and the candidate's Test Fee being forfeited. Candidates demonstrating serious misconduct, including cheating, may forfeit their right to take a further Test. In addition, CITB reserves the right to revoke a Test pass, if it reasonably suspects that the candidate has been involved in or is linked to any misconduct, fraud or cheating.

11.2
The Test Centre staff will explain how the candidate can attract their attention if the candidate should experience any technical difficulties during the Test.

11.3
Candidates that are unhappy with the way in which the Test has been conducted should bring the matter to the attention of the Test Administrator or Test Centre Manager at the time.

11.4
If the candidate is unable to resolve the matter at the Test Centre, You or the candidate should either ring the Customer Services Team on **0344 994 4488** or write to the Customer Services Team, CITB, c/o Pearson, The Lighthouse, 14 The Quays, Salford Quays M50 3BF. You or the candidate must do this within 15 working days of the Mobile Testing Event.

11.5
If, after receiving a response from the Customer Services Team, You are still not satisfied, You can write to the Product Manager, Testing Services, CITB, 4 Cyrus Way, Peterborough, PE7 8HP.

12. Changing scheduled candidates

12.1
Should the candidate wish to make any changes to the initial candidate list, this must be received by the Customer Services Team no later than 5 workings days before the scheduled Mobile Testing Event. Changes to the schedule are not able to be requested after this time.

12.2
Rescheduled tests must be taken within 2 years of the original payment receipt date

13. Your Right to Cancel

13.1
If You or the candidate cancels, does not show up or attempts to reschedule the Mobile Testing Event at a Test Centre or online less than 5 working days before the scheduled Test date, no refund can be claimed and /or the credit account will be charged the full amount. In addition, a further cancellation / no show fee of £6.50 is payable per Test. No cancellation / no show fee is payable for any Mobile Testing Event cancelled or reschedule more than 5 working days in advance of the Test date.

13.2
A full refund will be paid for cancellations outside of the 5 working day notice period made by calling our Customer Services team on **0344 994 4492.**

13.3
Refunds will be made to credit/debit cards or by cheque and will be made within 15 calendar days of receipt of a valid request.

14. CITB's right to cancel

14.1
CITB reserves the right to cancel (including cancellation on the day of the Test) if the Test Centre experiences a problem outside their control (including but not limited to electricity failure, security alert) and in such circumstances You will be offered an alternative Test date.

14.2
If payment is not received at least 5 working days prior to a Mobile Testing Event, the event will be cancelled.

14.3
In addition, CITB may terminate this Contract (without liability to You) if You are in material breach of any of any of these Conditions.

15. General

15.1
CITB shall not be liable to You if it is prevented from fulfilling its obligations under these Conditions by some reason beyond its reasonable control (including without limitation acts of god, fires, hostilities, and acts of terrorism).

15.2
CITB shall not be liable (whether in contract, tort (including negligence and breach of statutory duty) statute or otherwise) for any loss or damage to persons or property caused by participation in, or failure to pass the Test. This does not prevent or limit liability in respect of personal injury or death caused by CITB's negligence.

15.3
CITB uses the personal data You provide for various purposes including the provision of the

Test and other services, for further information visit www.citb.co.uk/en-GB/Utility-links/Privacy-Policy-Cookies/

15.4
These Conditions supersede any previous agreement between the parties and represents the entire agreement between the parties.

15.5
These Conditions shall not be deemed to create a partnership between the parties or to create the relationship of agent and principal.

15.6
You shall not be entitled to assign all or part of Your rights or obligations under these Conditions without the prior written consent of CITB.

15.7
These Conditions shall be governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.