CITB TESTING SERVICES - TEST BOOKING TERMS AND CONDITIONS 1.

1. About these Terms and Conditions

1.1. In these terms and conditions, the following words have the following meanings:

"Booking" means an application made by You to book a Test on these Conditions. **"CITB", "we"** and **"our"** means the Construction Industry Training Board (Registered Charity Number 264289 in England and Wales) whose principal place of business is at 4 Cyrus Way, Peterborough, PE7 8HP.

"Conditions" means these terms and conditions.

"Contract" means the contract between CITB and You for the Test booked in accordance with these Conditions.

"Test" means any variant of the CITB testing services including, but not limited to, the health, safety and environment ("HS&E") test.

"Test Fee" means the price paid by You for the Test in accordance with condition 3 (Price and Payment) of these Conditions.

"Third Party Booking Agent" means any person, firm, company and/or other body corporate or unincorporated that makes any application to book a Test with the intention of selling or otherwise providing that Test booking to any third party for profit. For the avoidance of doubt, an employer booking a Test for its employee shall not be a considered a Third Party Booking Agent.

"Working Day" means a day other than a Saturday, Sunday, public or bank holiday in England.

"You" and **"Your"** means the person, firm or company who books the Test with CITB under these Conditions, or where the context so requires the individual (candidate) taking the Test.

1.2. In these Conditions:

(a) a reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or replaced from time to time and shall include any subordinate legislation made from time to time under that statute or statutory provision as amended, extended, re-enacted or replaced;

(b) a reference to one gender shall include a reference to the other genders;

(c) a reference to words in the singular shall include the plural and vice versa;

(d) words that appear after the expression include, including, other, for example, such as, in particular (or any similar expression) shall be construed as illustrative and shall not limit the meaning of the words appearing before such expression; and

(e) the headings are for convenience only and shall not affect their interpretation.

1.3. These Conditions replace all other terms and conditions previously applicable to any Booking and shall apply to any Booking to the exclusion of any other terms and conditions. We may at any time revise these Conditions, in whole or in part, without notice. Each time You make a Booking, please check these Conditions to ensure You understand the terms and conditions which will apply to Your Booking and any Contract formed under them.

1.4. Your access and use of our website in respect of Your Booking shall constitute Your acceptance of our website terms and conditions which can be viewed at https://www.citb.co.uk/terms-and-conditions/website-terms-and-conditions

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. CITB reserves the right to refuse any Booking made by You at its absolute discretion including without limitation if it has reasonable grounds to believe You are a Third Party Booking Agent.

2.3. Your Booking shall be deemed to be an offer by You to purchase the Test upon and in accordance with these Conditions and as Your representation and warranty that You are not a Third Party Booking Agent and/or that You will not act as a Third Party Booking Agent in respect of a Test.

2.4. Your Booking shall only be deemed to be accepted by CITB when an email or other written confirmation of your Booking is issued to You. That written confirmation may be issued by CITB or (on behalf of CITB) by Pearson (either Pearson Professional Assessments Limited, NCS Pearson Inc., or an affiliated Pearson entity). The Contract will come into existence upon the date of such written confirmation to You accepting Your Booking. No Contract will come into existence until that written confirmation is issued to You.

2.5. The Contract shall constitute the entire agreement between CITB and You. You acknowledge that in entering into the Contract You have not relied on any statement, promise or representation made or given by or on behalf of CITB other than those expressly set out in the Contract.

3. Price and Payment

3.1. The price for each type of HS&E Test shall be £23.50. CITB reserves the right to change these prices at any time without notice.

3.2. All monies due to CITB shall be due in UK sterling (GBP) payable at the time of booking the Test.

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

4. Test Procedure

4.1. If any of the details on Your confirmation letter or email are incorrect You must contact the Customer Service Team on **0344 994 4488** immediately.

4.2. If You are unsure of which type or category of Test to book please visit the Card Finder tool at www.cscs.uk.com/cardfinder. You will need to enter your occupation and qualification into Card Finder and follow the steps on screen to find the level of Test you require.

5. Admission Policy

5.1. It is the candidate's responsibility to ensure that they arrive at the test centre 15 minutes before the Test start time. CITB will accept no responsibility (or any refund of the Test Fee) for candidates who arrive late or fail to arrive due to adverse weather conditions, failure of transport or any other circumstance.

5.2 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 must be arranged in advance of the Test through our Special Assistance Customer Service Team by calling **0344 994 4491** or emailing **citb.adjustments@pearson.com**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 if they need to use these. The test centre staff will explain to the candidate how the Test will be conducted.

7.3. If candidates have requested a reader, interpreter or signer, or other special assistance, it will be shown on the candidate's Booking confirmation letter or email. If the candidate an adjustment and it is not shown, please contact the Adjustments Customer Service Team on **0344 994 4491** immediately. If we have arranged adjustments for the candidate and the candidate does not take the Test on the date arranged, CITB reserves the right to charge the booker of the Test the cost of such adjustment. The candidate will not be allowed to sit a Test until such charges are paid in full.

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 the CITB Shop https://shop.citb.co.uk/ or alternatively by calling **0344 994 4488**. For up to date information about revision material, please visit https://www.citb.co.uk/courses-tests/health-safety-and-environment-hse-test/prepare-for-the-test

9. Tutorial

9.1. It is essential You are familiar with how the Test is conducted. After the test centre staff have explained the operation to You, You will have the option to conduct a tutorial to see how the Test will work and look on screen, so You are familiar with the functionality before You sit Your Test. The tutorial is not a practice test, and we strongly recommend You 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. The Test Fee is not refundable if the candidate does not arrive at the test centre for their scheduled Test. Furthermore, if the candidate fails their Test, they 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 candidate's bicycles (or other modes of transportation) and these must be stored outside the premises at the candidate's own risk. Any items You are 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 and 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. Any c andidate 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 of the Test.

11.4. If the candidate is unable to resolve the matter at the test centre, the candidate (or You) should either ring the Customer Service Team on **0344 994 4488**, email citb.testingcustomerservices@pearson.com or write to Customer Service 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 sitting Your Test.

11.5. If, after receiving a response from the Customer Service Team, the candidate (or You) is/are still not satisfied, the candidate (or You) can write to the HS&E Test Product Manager, CITB, 4 Cyrus Way, Peterborough, PE7 8HP or email testingservicesfeedback@citb.co.uk.

12. Rescheduling Your Test

12.1. If the candidate wishes to reschedule the Test the candidate must do this at least 72 hours before the Test. The candidate will be unable to reschedule within 72 hours of the scheduled Test date.

12.2. There will be no charge for candidates that reschedule the Test online via the Pearson online booking system at https://wsr.pearsonvue.com/testtaker/signin/SignInPage/CITB outside of the 72 hour penalty period. Candidates that do not remember their log in details can use the 'I have forgotten my username / I have forgotten my password' links on the log in page to get log in details emailed to them. Please note the email address must be the same as the one used when registering and booking the Test being rescheduled.

12.3. Any reschedules made via our telephone booking line on **0344 994 4488** will incur a £5.00 reschedule fee.

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

13. Your Right to Cancel

13.1. If the Test is cancelled without giving 72 hours' notice, You will not get a refund, and will have to book and pay for a new Test.

13.2. A refund will be paid for Test cancellations made outside of the 72 hour notice period using our telephone booking line but will incur a £10.00 administration fee.

13.3. A full refund will be paid for cancellations outside of the Test specific notice period using the Pearson online booking systemhttps://wsr.pearsonvue.com/testtaker/signin/SignInPage/CITB, which will not attract an administration fee.

13.4. Refunds will be made by credit/debit card refund or by cheque and will be made within 15 Working Days of receipt of a valid request. No refund will be given if You paid for a Test using a voucher, but you can reschedule Your Test as per the reschedule policy (see condition 12 above).

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 provider 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. No further liability will be accepted.

14.2. In addition, CITB may terminate the Contract immediately (without liability to You) if You are in material breach of any of these Conditions. For the avoidance of doubt, the purchase of a Test by a Third Party Booking Agent shall be construed as a material breach of these Conditions.

15. Liability

15.1. Nothing in these Conditions shall limit or exclude CITB's liability for death or personal injury caused by our negligence or any other liability which cannot be limited or excluded by applicable law.

15.2. Subject to condition 15.1, CITB shall not be liable to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

15.2.1. any loss of profits, business, earnings, contracts, revenue, data, goodwill, anticipated savings or for any administrative inconvenience or disappointment; and/or

15.2.2. for any indirect, special or consequential loss of any nature whatsoever.

15.3. Subject to condition 15.1, CITB's total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), for breach or statutory duty, or otherwise, shall in no circumstances exceed the total Test Fee paid by You for the scheduled Test to which the Contract (or any claim) relates.

15.4. This condition 15 shall survive the termination of the Contract.

16. Force Majeure

16.1. CITB shall not be liable to You if it is prevented from or delayed in fulfilling all or any of its obligations under the Contract due to any cause or circumstances beyond our reasonable control including, without limitation, strikes and other industrial disputes, failure of a utility service, breakdown of systems or network access, acts of god, fires, floods, explosion, accident, hostilities, acts of terrorism, pandemic or compliance with any law.

17. General

17.1. CITB uses the personal data You provide for various purposes including the provision of the Test and other services in accordance with our privacy policy which will apply to Your Booking and the Contract. A copy of our privacy policy, which may be updated from time to time, can be found on our website at https://www.citb.co.uk/utilitylinks/privacy-policycookies/. Please read our privacy policy before making Your Booking.

17.2. Nothing in the Contract is intended to, or shall be deemed to, create a partnership or joint venture between the parties or to create the relationship of agent and principal.

17.3. You shall not be entitled to assign all or any part of Your rights or obligations under the Contract without the prior written consent of CITB.

17.4. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

17.5. If any provision or part-provision of the Contract is held to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

17.6. The Contract and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual claims) shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any such disputes or claims between us.