

Construction Industry Training Board eCourses Terms and Conditions

1. THESE TERMS

These are the terms and conditions on which We provide entry to Our Platform to enable access to and use of Our eCourse/s, including associated resources and materials to You. Please read these Terms carefully before You sign up to an eCourse. These Terms tell You who We are, how We will provide products to You, how You and We may change or end the contract, what to do if there is a problem and other important information. If You have any questions regarding these Terms, please contact Us to discuss.

2. These Terms and Conditions ("**Terms**") form the whole of Our 'Agreement' with You. In these Terms "**We**" and "**Us**" "**Our**" means the Construction Industry Training Board (Registered Charity Number 264289 known as CITB); "**You**" ,"**User**" or "**Your**" means the individual registering and paying for Services, '**Services**' means the provision of eCourses by Us accessed via Our Platform, including access to a eCourse and examination where applicable; "**Platform**" means Our eCourses environment where the Services can be accessed; "**eCourse**" or "**eCourses**" means the eCourse/s including the digital online learning content, information and materials and any other resources made available to the User by CITB in connection with the Services; "**Charges**" means the whole Course fees for the Services which are payable in accordance with these Terms; "**Terms**" means these terms and conditions for the supply of the Services; "**Agreement**" means the Registration Form together with these Terms; "**Commencement Date**" means the date you receive the "**Purchase confirmation email**" for an eCourse; "**Purchase confirmation email**" means there is a legally binding contract between Us and You; "**Course Content**" means the digital online learning content sold by Us through our Platform; "**Registration Form**" means the online Create an Account form completed by You providing Us with Your information to enable You to access and use Our Platform which must be completed prior to Purchase; "**Purchase**" payment can be in money or by Voucher ; "**Voucher**" a code which is purchased and can be used by whoever the Voucher purchaser chooses to give it to. Vouchers can be purchased in bulk by anyone who has registered.

3. These Terms replace all other terms and conditions previously applicable and shall apply to any Services on Our Platform to the exclusion of any other terms and conditions.

4. INFORMATION ABOUT US; HOW TO CONTACT US; SUPPORT

- 4.1. We are the Construction Industry Training Board, otherwise known as CITB (Registered Charity Numbers 264289 (England & Wales) and SC044875 (Scotland), whose principal office is situated at Sand Martin House, Bittern Way, Peterborough, PE2 8TY ("**CITB**").
- 4.2. You can contact Us by contacting Our customer service team by writing to Us at ecourses@citb.co.uk.
- 4.3. If We have to contact You, We will do so by writing to You at the email address You provide to Us in Your Registration Form.
- 4.4. If You require support in connection with Your Registration or a Service You have purchased please contact Our helpdesk on ecourses@citb.co.uk.
- 4.5. If You have a complaint about Our Services, please contact ecourses@citb.co.uk.

5. OUR CONTRACT WITH YOU - HOW YOUR CONTRACT WITH US IS FORMED

- 5.1. In order to use Our Services on Our Platform You are required to complete Our Registration Form and to accept these Terms in order to be able to make a purchase of an eCourse and make payment.

- 5.2. Our site will guide You through the process of purchasing an eCourse. Before completing Your purchase, You will be given the opportunity to review Your order and amend it. Please ensure that You have checked Your order carefully before submitting it.
- 5.3. No part of Our Platform constitutes a contractual offer capable of acceptance. Your acceptance of these Terms and payment in full constitutes a contractual offer that We may, at Our sole discretion accept.
- 5.4. Our acceptance is indicated by sending You a **purchase confirmation email**. Only once We have sent You a **purchase confirmation email** will there be a legally binding contract between Us and You (referred to here as 'Agreement'). The date of receipt of Your purchase confirmation email will be the start date of Your eCourse.
- 5.5. Each eCourse purchased is for single use only.
- 5.6. Each Voucher is for one eCourse only and must be used within 12 months to purchase a course after which time the Voucher shall expire and shall no longer be accepted.
- 5.7. The minimum contract period and access to Your eCourse is 12 months from the date of Your eCourse purchase confirmation email. Your access to Your eCourse will be automatically suspended after this time.
- 5.8. **YOU AGREE AND ACKNOWLEDGE THAT YOU WILL LOSE YOUR RIGHT TO CANCEL THIS AGREEMENT OR TO CHANGE YOUR MIND ONCE YOU ACCESS YOUR CHOSEN ECOURSE.** Your eCourse will be accessed by You pressing the start button. You are free to cancel this Agreement in the circumstances listed in clause 10.
- 5.9. We reserve the right to refuse registrations at Our sole discretion. In the unlikely event that We do not accept Your order for any reason, if We have taken payment, any such sums will be refunded to You as soon as possible.
- 5.10. In registering for our Course/s on Our Platform, you warrant that:
- 5.10.1 You are legally capable of entering into a binding contract;
 - 5.10.2 You are at least 16 years old;
 - 5.10.3 Where You are aged between 16 and 18 You have the permission of Your Parent or Guardian;
 - 5.10.4 You understand Our eCourses are only applicable in the UK; and
 - 5.10.5 You can read and understand English to a good level.
- 5.11. You consent to CITB monitoring usage of Our Platform and the content hosted on it, in order to ensure that access has not been distributed beyond those entitled to access online content under these terms.

6. HOW DO YOU ACCESS THE COURSE

- 6.1. When You have completed Your registration and paid for an eCourse, You will be able to access the Course using Your login details. Your login details are personal to you and must be kept confidential and secure. They must not be shared or made available to others.
- 6.2. If You know or suspect that anyone other than You knows Your login details, You must promptly notify Us at ecourses@citb.co.uk.
- 6.3. It is Your responsibility to ensure compatibility of Your hardware and Your software. The technical requirements are found in the eCourse details and in Schedule 1 to this Agreement

7. YOUR eCOURSE EXAMINATION

- 7.1. Once You have fully completed Your eCourse You will be given access to Our trusted examination partner, Pearson VUE, to book and take your examination. If You are aged between 16 to 18 Your parent or guardian will need to attend the ID test registration process with Pearson VUE otherwise the examination will not be taken.
- 7.2. You must show a Government issued photo ID (for instance driving licence, passport) that proves you are over the age of consent or if You are aged between 16 and 18 Your parent or Guardian must show their Government issued photo ID. As stated on Pearson VUE website.

- 7.3 You will be able to book and take an online invigilated examination using Your own equipment which will be compliant with the standards set out in Schedule 1 to this Agreement. If You cannot meet the minimum requirements and You book an examination, no refund will be provided.
- 7.4 You will be subject to Pearson VUE's applicable examination terms and conditions.
- 7.5 On completion of the examination, You will be notified if You have passed or failed.
- 7.6 If You have passed the examination, the eCourse completion and the examination result will be held by CITB and may be uploaded onto the CITB Construction Training Register.
- 7.7 The purchase price only applies to the first instance of the examination. If You fail the examination or if any of the conditions in 7.9 apply You must pay the appropriate reschedule fee. It is Your responsibility to contact Pearson VUE to reschedule Your examination.
- 7.8 You may reschedule Your examination up to the date and time of Your original booking at no cost.
- 7.9 We will not refund Your Course payment where:-
- 7.9.1 You fail the examination,
 - 7.9.2 You fail to meet the minimum technical requirements,
 - 7.9.3 You fail to comply with Pearson VUE's online examination rules,
 - 7.9.4 You fail to appear for a scheduled examination,
 - 7.9.5 You fail to arrive more than 15 minutes after the scheduled start time after which you will be refused admission.

8. OUR RIGHT TO MAKE COURSE CHANGES

- 8.1. We may change the Course to accommodate changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements, for example to address a security threat.
- 8.2. We shall use Our reasonable endeavours to follow the advertised description of any eCourse but reserve the right to amend, change or cancel part of/or all of any eCourse. This includes, but is not limited to, changes to content and modules.
- 8.3. Minor changes will not alter the main characteristics of the Course content and should not normally affect Your use of the course content. However, if any change is made that would affect Your use of the Course content, a suitable alternative equivalent Course content or module will be available to You or a refund of that Course may be made. All changes or refunds are decided at Our sole discretion.
- 8.4. Other than as provided for in this Clause 8, We will not be responsible for any other costs incurred by You as a result of cancellation or amendment of an eCourse or any part of an eCourse.
- 8.5. We will not refund to You any payments made by You if You fail to access and/or complete an eCourse within the stipulated time period.

9. PAYMENT ARRANGEMENTS

- 9.1. Payment for eCourses must always be in full in advance. All eCourses currently shown on Our Platform are VAT exempt. Your chosen payment method will be charged when We process Your purchase and send You a purchase confirmation email (this usually occurs immediately).
- 9.2. We accept the following methods of payment on Our Platform:
- 9.2.1 Credit Card or Debit Card
 - 9.2.2 Voucher code (You can use a credit card or debit card to purchase a voucher)
- 9.3 In the event an eCourse becomes liable for VAT Our prices will show this and if the VAT rate changes between Your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

10. YOUR RIGHTS TO END THIS AGREEMENT

- 10.1 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** Where You purchase an eCourse you have an extended right to change your mind within 28 days of receipt of Your purchase confirmation email and to receive a refund provided You have not accessed the eCourse.
- 10.2 Your rights to end this Agreement will depend on whether there is anything wrong with the eCourse you have purchased, how We are performing and when You decide to end the Agreement for instance:
if the eCourse you have bought is misdescribed you may have a legal right to end the contract (or to get some or all of your money back);
Ending the contract because of something we have done or are going to do. You may end the eCourse for the following reasons:
If we have told you about an error in the price or description of the eCourse You have purchased and You consequently do not wish to proceed with the eCourse this Agreement will end immediately and we will refund you in full for the purchased eCourse provided ;
We have suspended supply of Your purchased eCourse for technical reasons, or notify You we are going to suspend it for technical reasons, in each case for a period of more than one month;
or
- 10.3.3 We have committed a material breach of this Agreement which is not remedied by Us within 28 days of You notifying Us in writing to do so.

11. HOW TO END YOUR AGREEMENT WITH US (including if you have changed your mind)

- 11.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by emailing us at ecourses@citb.co.uk. There is a model cancellation form at Schedule 2 that contains the information you will need to give Us. Please provide your name, home address, details of the eCourse and, where available, your phone number and email address.

12. OUR ADDITIONAL TERMINATION RIGHTS

- 12.1 All eCourses are subject to availability and demand.
- 12.2 We reserve the right at any time:
12.2.1 to cancel eCourses and refund You in full. No further liability will be accepted; or
12.2.2 to vary Course programmes, resources and examinations.
12.2.3 to audit the learning management system for Our eCourses and if a candidate has not fully completed their eCourse before passing their examination we shall withdraw the candidate's achievement. No liability will be accepted.
- 12.3 We shall endeavour to inform You as soon as possible of any Course cancellation or variation.
- 12.4 We reserve the right to cancel any of Our eCourses where any error or omission has occurred, even after We have accepted Your purchase.

13. WHAT HAPPENS ON TERMINATION

- 13.1 On termination of this Agreement for any reason, all access to Your eCourse shall terminate immediately.
- 13.2 Any provision of this Agreement which expressly or by implication is intended to come into or remain in force on or after termination will remain in full force and effect despite the expiry or termination of this Agreement.

14. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

- 14.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.
- 14.2 For complete details of Our collection, processing, storage, and retention of personal data

including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy at www.citb.co.uk/utility-links/privacy-policy-cookies.

14.3 It is Your responsibility to keep Your Username and Password details safe. You can change Your password at any time by selecting the 'Forgot Username/Password link when logging in or by emailing Us at ecourses@citb.co.uk.

15. EQUALITY ACT 2010

15.1 We follow Our Equal Opportunities and Diversity Policy to ensure that no individual receives less favourable treatment than any other on the grounds of sex, race, colour, nationality, ethnic origin, religion/belief, age, marital status, sexual orientation, political belief, disability, irrelevant offending background or for any other reason which cannot be objectively justified. To find out more please follow the attached link - www.citb.co.uk/about-citb/what-we-do/citb-policies/equality-and-diversity-policy.

16. ACCESSIBILITY

We will make every effort to ensure Our Services including eCourses are accessible to all. For further details see our Accessibility policy at citbuk.powerhousehub.net/accessibility.

17. WE MAY MAKE CHANGES TO THESE TERMS

17.1 We may amend these Terms from time to time. Please check these Terms to ensure You understand the Terms that apply at that time.

17.2 We may update and change Our Services, from time to time. We do not guarantee that Our Services, including any of the content, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Services for Our business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.

17.3 We may from time to time change Our Prices. Changes in price will not affect any eCourse You have already purchased.

17.4 We do not represent that Our Services, including the eCourses, are appropriate outside the United Kingdom.

18. HOW YOU MAY USE THE SERVICES INCLUDING ASSOCIATED COURSE RESOURCES AND MATERIALS

18.1 The names, images and logos identifying CITB or Our Platform are proprietary marks of CITB.

18.2 All other trademarks, brand names, product names and titles and copyright used in Our Services or training material are trademarks, brand names, product names or copyrights of their respective holders. No permission is given by CITB in respect of the use of any of them and such use may constitute an infringement of the holder's rights.

18.3 Copyright subsists in Our literature (including Our Course training material, software and resources) and no part of Our literature may be reproduced in any form without Our prior written consent. If You use any part of Your eCourse information, or any part of Our Services, including materials and/or resources, in breach of these Terms, Your right to use Our Platform will cease immediately and You must, at Our option, return or destroy any copies, including but not limited to, Our Services or eCourse information, documentation, materials and/or resources You have made.

19 WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

19.1 Where We provide links to other sites and resources provided by third parties not owned or operated by Us, these links are provided for Your information only. We have no control over the contents of these sites or resources. We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any content of any such site or goods or services available through any such site. Our cookie policy can be viewed at www.powerhousehub.com/cookie-notice.

20. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

20.1 Nothing in this Agreement is intended to limit liability for death or personal injury caused by Our negligence.

20.2 Subject to clause 20.1 We shall not be liable to You:

20.2.1 for any indirect, special or consequential loss of any nature whatsoever; or

20.2.2 for any loss of profits, business, contracts, revenue, goodwill, contracts or anticipated savings or for any administrative inconvenience or disappointment.

20.3 Subject to clause 20.1, Our liability to You in contract, tort or otherwise is limited to the eCourse price paid by You.

20.4 We accept no liability for any reliance placed upon the contents of any of Our Services. The said material is intended for training and testing purposes only and is not intended, nor should it be used, as a substitute for professional advice and judgement.

20.5 We shall not be liable to You for any inability to use, the eCourses or for Your use of or reliance on any content displayed in Our Services; or loss of or corruption to Your data (including software) or any other information;

20.6 We shall not be liable to You for any delay or for the consequences of any delay in performing Our obligations under this Agreement if such delay is due to any cause or circumstance beyond Our reasonable control (including without limitation strikes and other industrial disputes, the consequences of any pandemic, breakdown of systems or network access, flood, fire, explosion or accident) and We shall be entitled to a reasonable extension of time for performing such obligations.

20.7 Subject to clause 20.1 Our aggregate liability for any breach of the terms of this Agreement, or otherwise in relation to the subject matter of this Agreement however arising shall in no event exceed the amount of the eCourse price paid by You.

21.WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

21.1 We do not warrant that Our Platform will be uninterrupted, error-free or free from viruses. Nor do We guarantee that Our Platform will be secure or free from bugs or viruses.

21.2 You are responsible for configuring Your information technology, computer programmes and platform to access Our Platform and Services. You should use Your own virus protection software.

21.3 You must not misuse Our Platform and/or Our Services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. In the event of such a breach, Your right to use Our platform and/or access Our Services will cease immediately.

22.OTHER IMPORTANT TERMS

22.1 Without waiver or limitation of any rights or remedies We shall be entitled to set-off any and all monies owed by Us to You against any and all monies owed by You to Us under this Agreement or any other contract with Us.

- 22.2 Access to Our Platform may be interrupted at times for maintenance, upgrades or repairs (which may necessitate work being carried out at any time, including during normal business hours) and due to events beyond CITB's reasonable control including (without limitation) any failures of telecommunications links and equipment, or loss of internet connectivity.
- 22.3 We are not responsible for delays in delivery of eCourse content outside our control. If our supply of the eCourse content is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 22.4 A person who is not a party to this Agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 22.5 The headings in this Agreement shall not affect its interpretation.
- 22.6 Schedules to this Agreement do form part of the whole Agreement.
- 22.7 If any part of this Agreement is held to be illegal or unenforceable (including any provision in which We exclude Our liability to You) the validity and enforceability of any other part of the Agreement will not be affected.
- 22.8 The Agreement between Us shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any disputes between Us.
- 22.9 This Agreement constitutes the entire agreement between US. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made by Us which is not set out in the Agreement.
- 22.10 The Services are provided "as is" without any representation or warranty of any kind whether express or implied, including but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 22.11 We may at any time assign, transfer, subcontract or deal in any other manner with all or any of Our rights under this Agreement. You may not assign Your obligations and rights under this Agreement.
No failure or delay by Us in exercising any of Our rights under the terms of this Agreement means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms means that We will waive any subsequent breach of the same or any other provision.
- 22.12 Every effort has been made to ensure the accuracy of information contained on Our eLearning Platform and Services, including any Course or resource provided; however, We do not accept responsibility for any errors or omissions.

Schedule 1 TECHNICAL REQUIREMENTS OF YOUR SYSTEM

To complete an eCourse we recommend that you use a desktop computer, laptop or standard-sized tablet (not smart phone).

To take the end of course examination you can only use a desktop computer or laptop. Tablets cannot be used to take the examination.

Technical requirements for eCourses

To complete the interactive course, you need a reliable internet connection and a desktop computer, laptop or standard-sized tablet (not supported on mobile handsets). Minimum requirements are:

Operating system: Windows, Apple or Android

Processor: 3 GHz

RAM: 2 GB

Broadband speed: 512 kbps

Screen resolution: 1024 by 768

The newest version of Microsoft Edge, Safari, Chrome or Firefox, or Internet Explorer 11.

Technical Requirements for examinations

To complete the end of course examination you need internet access and a desktop computer or laptop with a webcam, speakers and microphone. The technical requirements are:

Operating System

Windows 10, Windows 8.1 (32-bit and 64-bit), Mac OS 10.13 and above (excluding beta versions)

Note: Windows Operating Systems must pass Genuine Windows Validation. Windows Vista, Windows XP and Windows 7 are strictly prohibited for exam delivery. All Linux/Unix based Operating Systems are strictly prohibited.

RAM

OS specified minimum RAM, 4 GB RAM or more.

Display

Minimum Resolution: 1024 x 768 in 16-bit colour.

Internet Browser

The newest versions of Microsoft Edge, Safari, Chrome, and Firefox or Internet Explorer 11.

Internet Connection

For optimal performance, a reliable and stable connection speed of 3 Mbps down and 2 Mbps up is required. Tethering to a mobile hotspot is explicitly prohibited.

Webcam, sound and microphone

Webcam must have a minimum resolution of 640x480 @ 10 fps. Webcam may be internal or may be external and connected to the computer.

Mac users may need to allow On VUE within their 'System Preferences: Security & Privacy: Privacy' settings for Microphone, Camera, Automation and Input Monitoring.

Device

All tablets are strictly forbidden, unless it has a physical keyboard and also meets the operating system requirements mentioned earlier.

Schedule 2

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Copy, Complete and email this form only if you wish to withdraw from this Agreement)

To CITB of Sand Martin House, Bittern Way, Peterborough, PE2 8TY. Email ecourses@citb.co.uk

I [insert name] hereby give notice that I [insert name] cancel my eCourse called [insert name of eCourse] ,

Purchase confirmation email received on [*],

Name of consumer(s), [insert your name]

Address of consumer(s), [insert Your home address and email and phone number]

Date [insert date of submission of Your cancellation]