

GENERAL TERMS & CONDITIONS

Hence forth Cognitia Solutions and any reference to it, represents the brand trading name of Cognitia Consulting Ltd., registered in England and Wales under Company No. 09700800, or any of its legal subsidiaries in existence at the time.

These general terms and conditions, provide the foundation statement terms and conditions regarding the general Cognitia Solutions business and this website, they do not specifically pertain to the varying and specific terms and conditions relating to individual products and services we offer, some of which are bespoke.

Please ensure You obtain and read copies of your individual product or service terms and conditions, in conjunction with their general terms and conditions before any purchase, after which you will have deemed to have read, understood, and accept those conditions.

Product and service specific terms and conditions are available directly from Cognitia Client Relationship Manager, via email at connect@cognitia.co.uk

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1. Definitions

1.1. In the Terms & Conditions the following terms shall have the following meaning: –

Cognitia Solutions – means Cognitia Consulting Ltd., or any of its subsidiaries (owned partially or in entirety) in existence at the time.

Products or Services – means any course, qualification, training, consulting or advice, recommendation or referral for which Cognitia Solutions receives a fee (directly or in directly), where Cognitia Solutions is responsible for its delivery or outcome.

Accredited Course Provider - means Cognitia Solutions.

Solutions Interest Form - means any digital data capture method used to provide contact data and information relevant to an individual or business, that requires and authorises Cognitia Solutions to contact them with regards any of its services or products.

Eligibility Form - means any digital data capture method submitted by You to Cognitia Solutions, when you express an interest in, or wish to be considered for enrolment, on a Qualification or Assessment with Cognitia Solutions.

Enrolment Fee - means the fee payable by You when You or your company apply to become a candidate on a Cognitia Solutions qualification or Assessment.

Qualification Guide(s) - means the guides issued by an “Awarding Body” from time to time in respect of a relevant qualification or assessment provided by Cognitia Solutions.

IOSH - means the Institution of Occupational Safety and Health. IOSH Services Limited company registration number 1816826. Address: The Grange, Highfield Drive, Wigston, Leicestershire, LE18 1NN

Malpractice Policy - means Cognitia Solution’s latest policy relating to malpractice, which may from time to time be amended.

Assignments and/or Assessments – means the methods used to evaluate your knowledge and/or skills in relation to you being eligible to be awarded a particular qualification.

Official Policies - means the policies of Cognitia Solutions and/or any relevant Awarding Bodies as amended, updated or added to from time to time.

Registration Fee - means the element of an enrolment fee apportioned to your official registration with an awarding body specific to the Qualification/Assessment you enrolled upon with Cognitia Solutions.

Awarding Body – means Pro Qual, CITB, NEBOSH, IOSH or any other organisation providing Cognitia Solutions with accreditation to delivery or award Qualifications.

You or Your refers to You, or the company you legally represent, as the purchaser, and/or candidate or prospective candidate, relating to Cognitia Solutions products and/or services.

We or Us refers to Cognitia Solutions

2. Scope and Limitation of Terms and Conditions

2.1. These Conditions govern Your relationship with Us and only us. Where services or products involve Awarding Bodies or any other supplier or sub-contractor engaged by Cognition Solutions, they are not responsible for the provision of any delivery of service provided under contract with Cognition Solutions.

3. Payment of Fees

3.1. Cognition Solution's fees are subject to UK VAT, at the point where such activities relating to its' products or services are delivered or undertaken.

3.2. Where applicable or unless explicitly stated otherwise, Cognition Solutions enrolment fees include registration and single examination sitting fees.

3.3. You may also be liable for further additional fees (including but not limited to a fee for reviewing marks, re-registration fees, renewal fees and additional administration fees) which may not be set out in your contract with Cognition Solutions Ltd, where events or requests require additional support or servicing beyond the original fees.

3.4 Any additional transaction charges applied by Your bank or money transfer provider must be covered by You. If this fee is deducted from the amount paid to us, We will invoice You for this amount which then needs to be paid in full.

3.5. Credit Card and International Debit Card payment/s may incur a handling charge; subject to the terms and conditions set out by the card provider.

3.6. Payment Plans may be offered by Cognition Solutions under the following guidance:

3.6.1. We may refuse an application for a Payment Plan without reason;

3.6.2. Failure to meet payment plan terms is a considered a breach od contact, and may be subject to penalties, sanction, suspension or withdrawal of service, with no right to refund of payments made.

3.6.3. The balance of Your account must be cleared in full, prior to You being awarded or receiving your qualification, certification or final deliver of our services.

3.6.4. Payment Plans can only be paid via our online payment service in place at the rime. We reserve the right to change payments service providers, and you agree to undertake such action necessary to facilitate such change. However, no additional charges will be imposed upon you for such changes.

3.6.5. Services will not commence, or products made accessible, until agreed initial (or full) payment have been verified and received into Cognitia Solution's Bank.

3.6.6. Where You have undertaken and completed an NVQ qualification using a payment plan, all fees must be paid in full before Cognitia Consulting Ltd will release Your certificate to You.

3.6.7. Your certificate remains the property of Cognitia Consulting Ltd until the balance of your account is paid in full.

3.6.8 Cancellation of any payment arrangements or payment plan such as Direct Debit does not terminate the agreement, or your responsibilities and liabilities under it.

3.7. Confirmation of Enrolment of Construction Based NVQs which can be used to obtain a CSCS card, however Cognitia Solutions will not issue confirmation until commitment to completing the NVQ has been demonstrated, by:

3.7.1 non-refundable payment of no less than 3 months' worth of the scheduled payments or

OR

3.7.2 Achievement of no less than 30% of the qualification on the learner's assessment or assignment portfolio must have been accepted by the learner's assessor.

4. Enrolment, Transfer and Cancellation

4.1. By enrolling for a qualification or assessment programme with Cognitia Solutions (whether You apply directly or whether a third party applies on Your behalf) You accept and commit to the efficient and timely completion of the programme, and in line with the specific requirements of the programme you are enrolled upon.

4.2. Your enrolment will only be effective if and when We send You our official enrolment receipt and we have received in full the Enrolment Fee and (if applicable) any other fee specified by it.

4.3. Enrolment is for the purposes of formally identifying You, as eligible to undertake the programme with Us and to participate in Awarding Body Assessments, and confirming previous units attained by You which may count towards Awarding Body Qualification's.

4.4 You must provide a copy of Your photographic ID to Us prior to final acceptance of your enrolment. If this has not been received within the 7 days, we reserve the right to temporarily suspend account access until suitable ID has been received.

4.5. When enrolling for a qualification You are agreeing to abide by the regulations for that qualification, as set out by the Awarding Bodies to that qualification.

4.6. Qualification's, in part or whole, cannot be transferred to another party.

4.7. You have fourteen days from the date of purchase to cancel Your enrolment and request a full refund, less any registration or administration costs incurred. Please refer to the specific programme terms and conditions for current non-refundable cost schedule. Requests for refunds must be made in writing to: accounts@cognitia.co.uk or Cognitia Consulting Ltd 148a Aberrhondda Road, Porth Rhondda Cynon Taf, CF39 0BA.

4.8 Refunds, while considered on merit, are subject to deductions based upon costs incurred, time elapsed since registration, and level of completion of the programme. Please refer to the specific terms and conditions you agreed to for the programme you are enrolled upon, before requesting any refund.

5. Eligibility for study

5.1. All Cognitia Solution's Qualifications and Assessments are delivered and must be examined in English (unless specified in the advertised course description).

5.2. Should English not be Your first language, it is Your responsibility to ensure that Your proficiency in both written and oral English is of a sufficient standard to enable You to meet the demands of both Your qualifications, studies and the examination(s).

5.3. We reserve the right to refuse examination registration for students should You not meet our criteria.

5.4 It is Your responsibility to ensure that any course, programme, assessment, or qualification selected by You is suitable for Your requirements. Please ensure have read and understood the course outline and met the necessary prerequisites before engaging our Services. If in any doubt, please speak to a member of the Client Relationship Team before proceeding.

6. Liability for Cognitia Consulting Ltd

6.1. Cognitia Solutions excludes liability for:

6.2. Any damage or loss to property unless directly and immediately caused by the proven negligence of Cognitia Solutions or its employees;

6.2.1 Any loss of profit and or loss of earnings, loss of opportunity or loss of living expenses or any indirect loss suffered by You due to the purchase of Cognitia Solutions products or services.

6.3. Neither You nor We shall have any liability to each other for any failure or delay in the performance of obligations due to any cause beyond the relevant party's reasonable control.

6.4. Cognitia Consulting Ltd shall have no liability to You should its website or online portals be unavailable to access at any time or fails to perform within usual parameters or because of vital maintenance, third party attack, or force majeure. Cognitia Consulting Ltd does not guarantee that access to its website is free from viruses and will be uninterrupted or error free, beyond those controls and speeds it can reasonably affect.

7. Termination

Cognitia Solutions may terminate Your enrolment or registration at any time by written notice if:

7.1. You breach these or the product or service specific Conditions, or any terms and conditions contained in any letter confirming Your enrolment or any documents or Policies issued by Cognitia Solutions or the Awarding Body at any time; or

7.2. You fail to pay any fees due to Us; or

7.3. You have provided Cognitia Solutions whether through a third party or otherwise with any false or misleading information; or

7.4. You do not meet all the administrative or academic requirements specified in the Guides issued by the Awarding Body; or

7.5. Any of the instances set out in clause 10 below occur; or

7.6. You are involved in any malpractice pursuant to the Awarding Bodies Malpractice Policy.

7.7. Should We terminate your access to any product, service, or programme for the above reasons, there will be no refund of any funds paid.

8. Physical and or verbal Abuse

Cognitia Solutions will not tolerate verbal or physical abuse of its employees or agents.

Any such incident of abuse may lead to

1. a) The restriction of communications with You to a specified means e.g. via letter or email only or
b) In cases which We, at its sole discretion, consider to be serious or in repeated cases of physical or verbal abuse, the termination of enrolment and / or registration with Us and the Awarding Body, and / or exclusion from future enrolment or registration with Cognitia Consulting Ltd and the Awarding Bodies.

9. Intellectual Property Rights (IPR)

9.1. All copyright and other intellectual property rights of Course material purchased from Cognitia Solutions shall remain vested in Cognitia Solutions and such materials may not be reproduced/copied/distributed in any way without the prior written consent of Cognitia Consulting Ltd or as required by law.

9.2. If You access our website or digital platforms, You must only do so subject to our terms of use, to which you agree upon accessing. You are responsible for keeping secure Your password and candidate's personal identification number and You agree not to disclose it to any third party.

10. Miscellaneous

10.1 Failure by Cognitia Solutions to enforce strict compliance with these Terms and Conditions to You will not be considered a waiver of any provisions of these Terms and Conditions. No waiver by Us of any breach by You of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.2. Cognitia Solutions will post parchments/certificates by standard royal mail (unless recorded delivery is requested and paid for by You), and we accept no responsibility for non-delivery of items posted.

10.3 If any provision of these Terms and Conditions are invalid or unenforceable in whole or in part; the validity of the other provisions of these conditions and the remainder of the provision in question, shall not be affected.

10.4 A person who is not a party to an agreement or contract governed by these Terms and Conditions shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted to an Accredited Course Provider further to these Terms and Conditions but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

10.5 The contract governed by these Terms and Conditions shall be governed by and interpreted in accordance with Laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of these Courts.

11. General Data Protection Regulation (GDPR)

11.1. Cognitia Solutions have a specific Policy on GDPR, but in general will hold personal information about You and will use the information as follows: –

- 11.1.1.** To process Your applications to Cognitia Solutions and administer Your enrolment and registration for Awarding Body Assessments;
- 11.1.2.** To respond to requests from employers or employment agencies by providing verification or otherwise of information provided by You to employers or employment agencies of Qualifications gained through Cognitia Solutions You hold in connection with applications for employment;
- 11.1.3.** To respond to queries raised by You or the Awarding Body
- 11.1.4.** To deal with any disciplinary matters in respect to You;
- 11.1.5.** To recover any monies owed by You to Us;
- 11.1.6.** To administer Our policies;
- 11.1.7.** To notify You of Your Awarding Bodies Assessments results;
- 11.1.8.** To liaise with the Awarding Body and exchange information relating to You;
- 11.1.9.** To make You aware of Cognitia Solutions products and services and other similar organisations can offer including information on current and future courses and Qualification's where you have opted-in to receive them, explicitly or by virtue of your enquiry or contractual relationship with us.
- 11.1.10.** To carry out research to help Us to improve and plan its products and services;
- 11.1.11.** For research purposes (in which case Your details will be anonymous); and
- 11.1.12.** As otherwise permitted by General Data Protection Regulations, as in force at the time.

11.2. If You are studying outside of the UK, we may need to transfer Your personal information to the course providers with whom You have enrolled outside the UK to use Your information so that services intended by these Terms and Conditions can be provided to You. Countries outside the UK may not give the same level of protection to Your personal data as is available in the UK. By enrolling with Us, where You are studying outside the UK, You explicitly consent to such transfer of Your personal information.

11.3. You hereby consent to Cognitia Solutions emailing correspondence (including your programme, or assessment results) to You if it so decides.

12. Further Information

12.2. Cognitia Consulting Ltd are a registered UK company, Company Registration: 09700800

12.3. Cognitia Consulting Ltd are VAT registered in England. UK VAT No: GB 223673024

12.4. Cognitia Consulting Ltd registered UK Head Office address: Cognitia Consulting Ltd, 148a Aberrhondda Road, Porth, Rhondda Cynon Taf, CF39 0BA

12.5. Cognitia Consulting Ltd registered UK Head Office telephone number: +44 (0) 2921 675265

12.6. Cognitia Consulting Ltd registered UK Head Office main email address: services@cognitia.co.uk

12.7. Cognitia Consulting Ltd registered Website: <https://www.cognitia.co.uk>

13. Statutory Rights

13.1. These Terms and Conditions shall not affect Your statutory rights as a consumer.

14. Complaints Procedure

14.1. If You have a formal complaint relating to any aspect of Your product, service, course programme or qualification, please raise with our Quality team to allow us to investigate under the Cognitia Solutions complaints procedure, to resolve the issue. You can do so via email to Quality@Cognitia.co.uk

15. Plagiarism Policy

15.1. As a business which carries out assessment, We have an obligation to ensure that all students or candidates receive a fair and accurate representation of their work, this could be in the form of assessing evidence for vocational qualifications or submissions of assignments or examinations.

15.2 Please refer to our current policy on plagiarism, downloadable here

If You have any additional questions or concerns about this Policy, please feel free to contact us any time through quality@cognitia.co.uk

NEW Page

Terms of Use of Website Policy (“Terms of Use”)

Introduction

Please read these Terms of Use carefully as they set out the terms of use on which You may access and make use of this Website whether as a Guest or registered User. By accessing and/or using this Website, You indicate that You accept these Terms of Use and that You agree to abide by them. If You do not agree to these Terms of Use, You should cease accessing and using the Website immediately.

Definitions

“Website” means the website that You are currently using (<https://www.cognitia.co.uk>)

“User”, “Users”, “You” and “Guest” means any third party that accesses the Website and who is not employed by Cognitia Consulting Ltd and acting in the course of their employment;

“The Company”, “We”, “us” means Cognitia Consulting Ltd, and its subsidiaries and associated companies;

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

“Service” means collectively any online facilities, tools, services or information that The Group makes available through the Website either now or in the future.

Owner and Operator

The Website is owned and operated by Cognitia Consulting Ltd, a company registered in Wales with The Company number 09700800 and its registered office at 148a Aberrhondda Road, Porth, Rhondda Cynon Taf, CF39 0BA

General Provisions

These Terms of Use are applicable to any use of the Website.

The services provided under the Website are supplied by Cognitia Consulting Ltd and its subsidiaries and associated companies (“The Group”).

Privacy

Use of the Website is also governed by our Privacy Statement, which is incorporated into these Terms of Use by this reference.

Information

Terms and conditions relating to the pricing and availability of products and services advertised on the Website are available separately as “Terms and Conditions of Purchase”, and contracts for the sale of products and services formed through the Website are governed by those Terms and Conditions of Purchase.

Intellectual Property

All Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of The Group, our affiliates or other relevant third parties. By continuing to use the Website You acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by us.

Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

Links to Other Websites

This Website may contain links to other web sites. Unless expressly stated, these web sites are not under the control of The Group or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another web site on this Website does not imply any endorsement of the web sites themselves or of those in control of them.

Links to this Website

Those wishing to place a link to this Website on other web sites may do so only to the home page of the Website (<https://www.cognitia.co.uk>) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the permission of The Group.

Availability of the Website

The Service is provided “as is” and on an “as available” basis. The Group makes no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law We provide no warranties either express or implied of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

The Group accepts no liability for any disruption or non-availability of the Website in any circumstance.

Disclaimers

The Group makes no warranty or representation that the Website will meet Your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

No part of this Website is intended to constitute a contractual offer capable of acceptance.

The Website is intended for use within the United Kingdom. Those who choose to access this site outside of the United Kingdom are responsible for compliance with local laws to the extent that local laws are applicable.

Limitation of Liability and Indemnification

You agree to indemnify The Group from any proceedings brought against it to the extent that such proceedings arise in connection with Your use of the Website in breach of the Terms of Use, or with any claim for infringement of any third party intellectual property rights, or with any claim for defamation arising from Your particular use of the Website, including any information which You enter on the Website.

To the maximum extent permitted by law, The Group accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website, the Content, or any information contained therein. The User should be aware that they use the Website and its Content at their own risk.

Nothing in these Terms of Use excludes or restricts The Group's liability for death or personal injury resulting from any negligence or fraud on the part of The Group.

Whilst every effort has been made to ensure that these Terms of Use adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms of Use and shall not affect the validity and enforceability of the remaining terms. This clause shall apply only within jurisdictions where a particular clause is judged to be unlawful, invalid or otherwise unenforceable.

No Waiver

In the event that any party to these Terms of Use fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

Previous Terms of Use

In the event of any conflict between these Terms of Use and any prior versions thereof, the provisions of these Terms of Use shall prevail.

Law and Jurisdiction

These Terms of Use and the relationship between You and The Group shall be governed by and construed in accordance with the Law of England and Wales, and The Group and You agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Changes to the Service and these Terms of Use

The Group reserves the right to change the Website, its Content or these Terms of Use at any time and without notice to You. You will be bound by the Terms of Use in force at the time that You access the Website.

Please ensure You read Cognitia Consulting Ltd terms and conditions thoroughly as it governs Your use of Cognitia Consulting Ltd services and limits our liability to You. By enrolling onto a Cognitia Consulting Ltd course You are deemed to have accepted the terms and conditions outlined in this document.