

General Terms and Conditions

1.0 Definitions

1.1 In these Conditions the following terms shall have the following meaning:-
“Accredited Course Provider” Means the college/teaching institution or other entity which You have chosen and which is accredited or otherwise approved by the appropriate accreditation authority to organize and offer You teaching for required course / or to provide assessment facilities;

“Application Form” means the form submitted by You to NIOSHE INDIA when You apply to enroll or register for a qualification with NIOSHE INDIA

“Conditions” Means these NIOSHE INDIA General Condition for Students;

“Enrolment Fee” means the fee payable by you when you apply to become a student/candidate in order to obtain any qualification which is accredited/provided to/by NIOSHE INDIA.

“Malpractice Policy” means the latest policy relating to malpractice from time to time amended;

“Course Fee” means the fee payable by You when You register to under a specific course/Exam

2.0 Scope of Terms and Conditions

2.1 These conditions govern Your relationship with NIOSHE INDIA which may come into force through any registration or enrolment You commit to NIOSHE INDIA.

2.2 Pursuant to above clause these Conditions shall set out the basic obligations of NIOSHE INDIA and Your obligations and responsibilities which includes but it's not limited to fees and payments. However, further and more detailed information relating to Your obligations, Your and NIOSHE INDIA relationship, Your conduct will be set out in details on relevant Policies.

3.0 Enrolment, Transfer and Cancellation

3.1 Your Enrolment with NIOSHE INDIA will only be effective if and when NIOSHE INDIA issues You official enrolment receipt and NIOSHE INDIA has received in full the Enrolment Fees and (if applicable) any other fees specified by it.

3.2 When enrolling for a qualification You are agreeing to abide by the regulations for the qualification as set out in the qualification rules and regulations policy or guidelines.

3.3 Any student who wishes to be transferred from other institution to NIOSHE INDIA should produce valid reason for the transfer along with any official documents (hall tickets/receipts).

3.4 Enrolment will only be confirmed when the transfer is done to NIOSHE INDIA by the Accreditation body.

3.5 NIOSHE INDIA will not be liable for any pending fees/fines related to previous institute or Accreditation body and the student must take responsibility of the same.

3.6 It is the student's responsibility to confirm the entries made in the enrolment form and NIOSHE INDIA is not liable for any incorrect entries made by you in the enrolment form. A photo ID proof has to be submitted along with the enrolment form at the time of enrolment with NIOSHE INDIA.

3.7 Cancellation of the registration for any course could only be done before the official registration with the Accreditation body. In that case a refund of 30% of the total fees will be refunded.

3.8 For any cancellation after the registration with Accreditation Body, the registration fees / administration fees and any other charges applicable will be deducted.

3.9 Transfer of fees from once course to other course or dates will only be considered on time to time basis based on the date, availability of seats in the course. Registration fees with the accreditation body are not transferable to alternative examinations or later examination sittings, or between candidates.

3.10 Any applicable registration fees for the new dates / course has to be paid by You.

3.11 NIOSHE INDIA has the right to cancel the course due to any unavoidable situation or any unforeseen circumstances; however NIOSHE INDIA will re-schedule the course and will inform to all students in much advance as far as reasonably practicable.

4.0 Payment of Fees

4.1 You are liable to pay all fees associated with a course before the exam date without any fail. NIOSHE INDIA reserves the right to not allow you to attend the exam if any fees are pending.

4.2 70% of the total fees have to be paid at the time for enrolment with NIOSHE INDIA otherwise enrolment will not be done and also be allowed to sit in the class. 30% of the total fees has to be paid at the time of registration with the relevant Accreditation body otherwise Your registration with Accreditation Body will not be done. NIOSHE INDIA reserves the right to change the above payment schedule based on location / course type and course schedule.

5.0 NIOSHE INDIA Liability

5.1 NIOSHE INDIA expressly excludes liability for;

5.2 Any loss or damage to your property unless caused by the negligence of NIOSHE INDIA or its employees;

5.3 Any loss of profit, loss of earnings, of opportunity or loss of living expenses or any indirect loss suffered by You or due to any other actor omission or negligence of NIOSHE INDIA of its employees or agents.

5.4 Nothing in this Condition shall operate to exclude NIOSHE INDIA's liability of Fraud or for death or personnel injury due to its negligence.

5.5 Neither You nor NIOSHE INDIA 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 reason able control.

5.6 NIOSHE INDIA have no liability to you should its website be unavailable to access at any time or fails to perform within usual parameters or at all. NIOSHE INDIA does not guarantee that its website is free from virus and will be uninterrupted or error free.

6.0 Termination

6.1 NIOSHE INDIA may terminate your enrolment or registration at any time by written notice if:-

6.2 You breach these Conditions or any terms and conditions contained in any letter confirming your enrolment or any documents or Policies issued by NIOSHE INDIA at any time; or

6.3 You fail to pay any fees due to NIOSHE INDIA or

6.4 It is discovered that You have provided NIOSHE INDIA through agents or otherwise with any false or misleading information; or

6.5 You do not meet all the administrative or academic requirements specified in the Guides issued by NIOSHE INDIA; or

6.6 You are involved any malpractice pursuant to Accredited Course Provider's Malpractice Policy.

7.1 Verbal or Physical Abuse

7.1 NIOSHE INDIA will not tolerate verbal or physical abuse of its employees or agents. Any such incident of abuse may lead to a) restriction of communication with You to specified means e.g. via letter or email only or b) in case with NIOSHE INDIA, at its sole discretion, considers to be serious or in repeated cases of physical or verbal abuse, termination of enrolment and / or registration with NIOSHE INDIA, and / or exclusion from future enrolment or registration with NIOSHE INDIA.

8.0 Data Protection

- 8.1 NIOSHE INDIA will hold personal information about you and will use the information as follows:-
- 8.2 To process your applications to NIOSHE INDIA and administer your enrolment and registration for relevant Accreditation Body Assessments;
- 8.3 To respond to employers, recruitment agencies, other Higher Education Institutions, and other similar bodies to verify requests from employers or employment agencies by providing verification or otherwise of information provided by You to employers or employment agencies of NIOSHE INDIA qualification (Accredited by Accreditation Body) You hold in connection with application for employment;
- 8.4 To respond to data requests from regulatory bodies;
- 8.5 To respond to queries raised by you or the Accreditation Body;
- 8.6 To deal with any disciplinary matters in respect to you;
- 8.7 To recover any monies owed by you to NIOSHE INDIA;
- 8.8 To administer NIOSHE INDIA's policies;
- 8.9 To notify You of Your course results;
- 8.10 To carry out research to help NIOSHE INDIA to improve and plan its accredited qualifications, teaching methodologies, customer service etc.

9.1 General

- 9.1 Failure by NIOSHE INDIA to enforce strict compliance with these conditions by You shall not be considered to be a waiver of any provisions of these Conditions. No waiver by NIOSHE INDIA of any breach by you of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.2 If any provision of these Conditions is 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.
- 9.3 The contract governed by these Conditions shall be governed by and interpreted in accordance with the contract is signed by you and the parties agree submit to the non-exclusive jurisdiction of the respective Country Law.

DECLARATION

I declare that the information herein is true and correct to the best of my knowledge, I accept the Terms and Conditions within the application document and I understand that this application is subject to approval by NIOSHE INDIA

<<<<<please click here for signature

Signature _____ Date _____

Payment Mode: (Please tick the appropriate box):-

Cash Deposit Online Transfer Demand Draft Company Cheque

9.4 NIOSHE INDIA is not liable for any incorrect entry by candidates in the "Name in the certificate" column. Candidates will have to bear charges incurred for Certificate name change due to incorrect entry in the registration form.

10.1 Flexi Plan

- 10.1 Candidates enrolling under the Flexi scheme need to complete their examination within 3 months of first registration. If the candidate is unable to attend the exam within this period and should there be any difference in exam fee charges, the same would have to be borne by the candidate.
- 10.2 Candidates enrolled under the flexi plan need to complete final fee payment at least 40 Working days prior to date of examination.
- 10.3 Confirmation of examination registration under the Flexi plan would only be provided once the exam fee payment has been reflected into the company account (either by Cheque / DD / NEFT transfer). The rate per unit registration would be 10,000/Unit IGC-1 & GC-2. And for GC-3 INR 5000/- (Only for NIOSHE INDIA students) (inclusive of NEBOSH examination fees and British Council invigilation charges).
- 10.4 Candidate would require to complete training for IGC1 and GC2 in a single sitting under the Flexi plan. However, they have the flexibility to split their exams according to their subject knowledge.
- 10.5 On completion of training under the flexi plan, the candidate may choose to appear for his/her examination from any location across India & our branches in overseas countries (Overseas Charges applicable), by checking on the examination date schedules on the website.
- 10.6 Should the candidate wish to postpone or transfer his/her admission from registered batch to further batches, the notification has to be given at least 7 working days in advance. If not, the initial payment would be neither refundable nor transferable.
- 10.7 Should the candidate drop plan to attend the examination under the flexi plan option, the examination fee is NON-REFUNDABLE after the registration date with UK.
- 10.8 Candidates enrolling on flexi plan need to complete a mandatory Training Fee, except examination cost at least 3 days prior to start of training session. This fee is NOT considered as examination fee regardless of where the candidate wishes to appear for the exam.
- 10.9 Under the flexi plan, should the candidate wish to take the unit exams for IGC1 and GC2 separately, this should be done in a '3 month' window period from the date of course enrollment. The management would not be responsible for any change in syllabus or change in fee structure beyond the 3-month window period.
- 10.10 The course completion certificate would be provided only after the candidate has attempted both IGC1 and GC2 unit examinations regardless of the dates when it is taken.
- 10.11 It is mandatory to give submission of GC3 report at least within 10 days from completion of last training session.

OFFICE USE ONLY:-

Application No# _____ Reviewed by _____ Date _____

Month of Joining: _____

Accept Reject