

Terms and Conditions

PARTIES

These terms and conditions shall be binding on any person or company, partnership or business purchasing goods or services from or arranging bookings with CSCS Direct on any of its websites (called hereafter " the Customer" or "Customer").

KEY DEFINITIONS

References in these terms and conditions to "you", "your" or "client" are references to the Customer or Customer. References in these terms and conditions to "we", "us" and "our" are references to Construction Support Line.

APPLICABILITY

These terms and conditions apply only to persons who are authorised users of our websites.

ENTIRE AGREEMENT

This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by CSCS Direct (collectively, "the Agreement"), constitutes the entire agreement between CSCS Direct and the Customer regarding CSCS Direct, and supersedes all prior agreements between the parties regarding the subject matter of this Agreement.

EFFECTIVE DATE

These Terms and Conditions are effective from 1st January 2012 until further notice.

CHANGES TO CSCS DIRECT TERMS AND CONDITIONS

We reserve the right to revise CSCS Direct Terms and Conditions at any time. New terms and conditions will apply only to sales and contracts after the new rules come into effect. The Terms and Conditions on our website at the time you place your order will be the Terms and Conditions which apply to you.

PRICE POLICY

A price remains valid only for the duration of the day of your visit to Construction CSCS Direct website or the day on which you call our call centre. Our prices for revision materials include postage, packing and handling charges.

PAYMENT POLICY

CSCS Direct Line accepts payment by credit/debit cards, bank transfers. We require full cleared payment before we book any test or dispatch any products to you.

REFUND AND CANCELLATION POLICY

You have a right to cancel a booked test. If you wish to cancel your test, you need to contact us via either of the following Email - info@cscsdirect.co.uk or call us on 0844 682 0844

If at the time you contact us, we have not yet booked your test, you will get a full refund. However, if you contact us after booking confirmation was sent to you (by email or sms or text), you will not be entitled to cancel and will not receive a refund. Our CSCS card application assistance service is not a refundable service. Once you have booked this service you will not be entitled to cancel it and will not be able to secure a refund or to claim for any loss or damage of any kind financial or otherwise.



SUBJECT TO AVAILABILITY

Certain services (eg health & safety test booking, training, courses) are provided on a 'subject to availability' basis. Although we check availability frequently, there are certain components of the service which we are unable to offer an instant confirmation. We will, however, issue you with a confirmation email and/or a customer support advisor will contact you within 48 working hours from the time that the service was requested. If the service is unavailable for the date requested, we will inform you about the nearest date and time that is available.

TRADE MARK AND LEGAL STATEMENT

CSCS Direct does not issue the Health and Safety Test Certificates or CSCS cards. We provide a booking service by making bookings on your behalf to the issuing authorities and bodies and charge a fee for our service. If you require any further information on the CSCS Scheme click [here](#). The CSCS and Construction Skills Certification Scheme are the trademarks of Construction Skills Certification Scheme Ltd.

AFFILIATION & ASSOCIATION

CSCS Direct Line is not affiliated/associated with any official body within the construction industry. CSCS Direct provides its service for a fee. Where we make test bookings on behalf of Customers the single fee we charge you includes the booking fee plus our own charge or administration or admin fee. Our fee applicable from time to time is set out in our website and if you are not aware of our fee prior to booking or confirming your booking you should check our website, speak to one of our operatives or email us in advance of the booking being confirmed. Once the booking has been confirmed you will be legally bound to pay our fee.

RESCHEDULING POLICY

If you wish to reschedule the test you booked with us, you must contact us by e-mail – info@cscsdirect.co.uk, providing us with the number of your Confirmation, the Name and Surname of the person booked for the test, as well as giving us the new preferred date for the test. You must inform us at least 4 complete working days before the test due date. Further you must contact us on a working day. The following is not a working day: weekends (Saturday and Sunday) and Bank Holidays. If you fail to contact us as set out above you will be obliged to pay the full charge including any booking fee and our admin charge.

BOOK AND CD-ROM DELIVERY POLICY

Your ordered products will be dispatched same or next working day after receiving cleared payment. We will dispatch to the address that was provided in the ordering form on our website. Books or CD-ROMs will be delivered by 1st Class Royal Mail delivery, and subject to the Royal Mail delivery service will normally be delivered within 3 working days after you make payment. We do not take any responsibility if you order incorrect product(s) from us or provide us with incorrect address information.

RETURN POLICY

You have a right to return any book or CD-ROM purchased on our website CSCS Direct as well as to ask for a full refund of the price actually paid to us, providing you do so within 7 working days of purchase. Note: the period of 7 working days starts on the day we receive your payment. Books or CD-ROMs must be sent to the following address:

CSCS DIRECT,

CSCS DIRECT, 12C Talbot House, 204-226 Imperial Drive, Rayners Lane, Harrow, HA2 7HH



12C Talbot House

204-226 Imperial Drive

Rayners Lane

Harrow, HA2 7HH

United Kingdom

We reserve the right to refuse to refund the product price or deduct an appropriate amount from payment to be refunded if:

- The product returned have been damaged or used;
- If any parts of the training product is missing;
- If the product was used or has any signs that it has been used;
- If CD-ROM has been opened;
- If the product has been returned or sent back after the 7 working day refund period.

RESPONSIBILITY

The person taking a test (" the Candidate") is responsible for attending the test centre and taking the test. CSCS Direct is not responsible if the:

- Candidate does not arrive at the test on time
- Candidate forgets to take a valid proof of his ID to the test
- Candidate fails the test
- Candidate chooses to do the wrong type of test
- Candidate makes any other form of error in relation to the test or related matters

DATA PROTECTION AND PRIVACY

By submitting an order or making a purchase on our website – www.cscsdirect.co.uk you acknowledge that the processing of your Personal Data is necessary for the performance of the contract and you consent to such processing. All data collected will be entered onto our database and be kept securely. Details required to process payments are shredded straight after payment authorisation. Data stored is used only for the purpose of booking a test for you and to send you the ordered Books or CD-ROMs or to otherwise provide any goods or service we are providing. If you provide us (over the phone online or otherwise) with information about any third party or make a booking or order a product or service in relation to a third party, you hereby confirm that you have the irrevocable permission or authority of the third party to contact us on their behalf and you further confirm that the third party has irrevocably authorised you to act on their behalf and has agreed that you can give consent on their behalf to use their personal data (including personal, banking and other related details) for the purpose of processing an order on their behalf with us be it a booking or the purchase of goods or services and you hereby agree to fully indemnify us in respect of any losses or claims arising in respect of you not having the said permission authority or agreement of the third party.

LIMITATION OF LIABILITY

We make no representations or warranties whatsoever as to the accuracy of the information contained in any of our websites. Use of our services, or engaging us by telephone or text, is on the basis that you will not bring any complaint, claim, action or proceeding, or claim any compensation, loss or damage, or take any other step or action involving the need for time input on our behalf or any of our staff in



respect of matters outside our control including all steps taken by third parties in processing, transmitting, dealing with or issuing CSCS cards or Health and Safety Test Certificates or any other product or service we provide, as well as errors or omissions of any kind made by you or any person on your behalf.

Users use our websites on the understanding that they cannot and/or will not claim in relation to any information of any kind contained in any of our websites.

We expressly disclaim all and any liability for any direct, indirect or consequential loss or damage financial or otherwise occasioned by an act or omission, fault or error by you, any third party with which we deal, ourselves or any person working on our behalf, even if such loss was reasonably foreseeable and we have been more than once advised in writing/warned/notified or otherwise put on notice of the possibility of the same. Consequential and indirect loss and damage shall include but not be limited to loss of profits, loss of employment or wages, loss of goodwill, and wasted expenditure of any kind.

VALIDITY

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions which shall remain in full force and effect. These Terms and Conditions can only be varied in writing signed by a director or senior manager.

JURISDICITON

These Terms and Conditions are governed by and construed in accordance with English Law, without giving effect to any principles of conflicts of laws.

HEADINGS

The headings contained in this agreement are for illustration purposes only.

GENDER

Words importing one gender include all other genders, words importing the singular include the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body.