

# Terms and conditions – Global Wind Academy

## 1. Application

The following terms and conditions apply to all registrations and agreements on training courses held at courses owned (including training centers rented or otherwise used) by Global Wind Academy ("GWA") or its affiliated departments or companies, unless the parties specifically waive these terms and conditions or enter into any other written agreement.

## 2. Definitions

**The client:** The company/individual responsible for contracting with GWA. The client may also be a delegate.

**The delegate:** Any representative of the client attending a course at GWA.

## 3. The course

All courses are described on our homepage [www.globalwindacademy.com](http://www.globalwindacademy.com). The course fee includes only services described in the course description. Random drug and alcohol tests will be performed by GWA during courses, and if delegates are under any influence of drugs or alcohol, they will be dismissed from the course with no back charge of the remaining part of the course.

GWA reserves the right to refuse the delegate from participating in the course, without refund, if the delegate shows up later than the specified meeting time.

## 4. Registration, confirmation and payment

Enrollment in course is considered to be accepted by GWA's written confirmation. GWA will issue an invoice after booking, and we reserve the right to suspend participation and certification, if payment is not made. The client must pay the full invoiced amount to GWA in approved funds (for Danish companies in DKK and for other companies in EUR) no later than 30 days before the first day of the course.

If the client fails to pay to GWA on the due date, GWA has the right to calculate interest rates on the due amount from the due date with an annual rate of 4% above Danmarks Nationalbank's lending rate at any given time. Interest rates accrue daily and are attributable quarterly until payment is made. In exceptional circumstances payments may be collected by external companies acting on behalf of GWA. We also reserve the right to add handling fees.

## **5. Cancellation policy**

In the event of a full or partial cancellation of a course by the client the following cancellation charges will apply:

Less than four weeks prior to the course start: 50% of the course fee

Less than two weeks prior to the course start: 100% of the course fee

Cancellations must be made in writing and received by GWA before the above deadlines.

GWA reserves the right to cancel or terminate wholly or in part any course and make changes to the course at any time and for any reasons.

GWA reserves the right to cancel or postpone a training course for any reason, and in such cases the liability of GWA is limited to repayment of all fees paid or transfer of the client to another training course or a training course on another date.

## **6. Course certificate**

A delegate must complete all parts of a training course at the level(s) specified by GWA in order to receive a course certificate. If a delegate fails to complete an element of the training course, he / she is not entitled to receive a course certificate. All conditions regarding course certificates are solely determined by GWA estimates.

## **7. Health and safety**

The client must ensure that any delegate at any time during the training course:

- Act in full compliance with all applicable health and safety laws, rules and policies
- Follow all instructions or directions given by GWA staff
- Not under the influence or in possession of alcohol or illegal substances.

If a delegate fails to act in accordance with the above requirements or if a delegate can reasonably be assumed to have taken or used illegal substances or consumed alcohol, GWA may at its sole discretion require such delegates to leave the training course. In such situations, fees or other amounts will not be refunded to the client due to the delegate's failure to complete the training course.

The client is solely responsible for ensuring that the delegates are adequately healthy and healthy, including not suffering from respiratory and cardiovascular disease, to participate in any physical activity that forms part of the training course. The maximum weight for a delegate is 125 kg.

In case of doubt, it is recommended that delegates seek relevant medical advice before starting the training course. GWA reserves the right to refuse to conduct a training course for a delegate, if

GWA considers that its participation may pose a risk to the delegate's own or others' health and safety.

### **8. The responsibility of the clients and the delegates**

It is the responsibility of the client to ensure that all company-contributed delegates at all times show responsible behavior. GWA reserves the right to refuse a delegate to participate in a course without incurring any liability if the delegate's behavior in GWA's view is unacceptable.

The client is liable without limitation for any damage to GWA property, including but not limited to inventory, premises and equipment caused by the delegate as a result of negligence. If a delegate needs medical treatment or hospitalization, the client must bear all costs for such medical treatment or hospitalization.

### **9. Force majeure**

Neither party fails to comply with these terms and conditions or is liable for failure or late fulfillment of their obligations (except for the obligation to make payment of money) due to or due to acts, events, omissions or accidents that may be outside their control including, but not limited to, natural disasters, fire, explosion, embargo, terrorism, civil unrest, epidemics, lightning damage, electromagnetic interference, radio interference, strikes and professional disputes.

### **10. Data privacy**

GWA collects personal data about you such as your name, nationality, home address, birthday, the number of your certificate, your signature and which courses you have participated in. We will also collect your social security number, when this is required by authorities.

We collect your personal data for the purpose of completing certificates and assessing and documenting whether you fulfill the requirements of the certificate. We process your personal data for the purpose of improving our courses and to evaluate your benefit of our services. A copy of the original certificate will be forwarded to your employer. A copy may be provided to third parties for the purpose of documenting the fact that you fulfill the requirements of the certificate.

### **11. Disputes**

If a dispute arises between client and GWA, we strongly encourage you to first contact us directly to seek a resolution. All complaints regarding a training course must be in writing and must be sent to GWA no later than 30 days after the last day of the course.