

Terms & Conditions

1. Definitions

<u>Contract</u>: The customers purchase order and 360 Training's acceptance of it.

<u>Client:</u> The person or company making the booking and/or named in the confirmation letter.

The client may also be a participant.

<u>Participant:</u> Any representative of the client attending a course at 360 Training.

360 Training: A training department of 360 Safety & Training Limited, 52 Boundary Road, Heathfield Industrial Estate, Ayr,

KA8 9DJ

E-Learning: The online elements of a blended learning course where the theory elements are delivered via online

platform away from the training centre.

2. Course Booking

360 can accept bookings for any of its training courses from the client by the client contacting 360 Training via telephone or e-mail.

The client's booking of any training course(s) (The "Booking") will be a contract between the client and 360 Training. Once a suitable date for the provision of the training course(s) has been agreed, 360 Training will confirm the booking details by means of sending the Client a confirmation letter or email.

If the training course is being delivered at 360 trainings venue, the client will be sent joining instructions and a map. Included in the joining instructions with the details of any course requirements and personal protective clothing or equipment. When booking refresher training, it is the responsibility of the client to ensure that the participant has an in-date qualification for the relevant course.

3. Payment Policy

The cost of the contract and any additional or other charges payable in respect of the training course(s) being provided to the client by 360 Training shall be paid by the client under the payment terms as agreed between the parties. Payment terms will vary for each client but shall generally be as follows:-

- 50% of the course fee shall be paid upon booking.
- 100% of the course fee must be paid before the first day of the course(s)

E&OE - Errors and Omissions Excused.

No payment shall be deemed to have been received until 360 has received cleared funds

Cancellations

Cancellations by the client:

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

- Participant Non-Attendance: 100% of the course fees.
- Less than 2 weeks prior to course start date: 100% of the course fees.
- 2-4 Weeks prior to the course start date: 50% of the course fees
- More than 4 weeks prior to the course start date: No charge
- Participant being replaced on the same course booking: No charge

Cancellations must be communicated in writing to 360 TRAINING.

360 Training reserve the right to cancel or terminate in whole, or in part, any course and make any changes to the course at any time and for any reasons.

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5. Data Protection

For the purposes of training, 360 Training will collect personal data about participants such as names, nationalities, home address, date of birth and signature, and in which courses you have participated in. We will operate in accordance with The General Data Protection Regulation (GDPR) 2016.

When attending courses, participants will be required to complete assessments which may be written, practical, or both. These assessments are used to determine that a participant meets all necessary requirements of the training protocol. When a course has been completed, participants will be asked to complete a course feedback form, this is voluntary and does not affect the participant's certification in any way whether complete or incomplete.

Personal data is collected for the purpose of certification. We will also use your personal data to help improve our services.

No participant will receive certification immediately upon completion of training course(s). Certification will be forwarded onto to the department which made the initial booking of training, unless otherwise agreed prior to the course(s) start date. Certificates will be issued within 7 working days after course completion. We will keep a copy of all certificates. A copy may be provided to third parties if required.

For all GWO training courses, upon request from a 3rd party (GWO, the participant trained or any employer within the wind industry) 360 Training must verify the training and competence records of specific personnel as identified by WINDA ID.

We reserve the right to take photographs of training activities and use these images for marketing materials, unless we are notified by participants that they do not wish to feature in such photographs.

6. Participant Behaviour

Unacceptable behaviour will not be tolerated during any training course or within any 360 Training area. Where participants do not behave in an acceptable manner the 360 Instructor has the right to remove the participant form the training course and report the matter to the 360 Training management. The 360 Training management shall have the final say on all matters relating to participant behaviour.

Participants who are removed from training will not have training costs reimbursed and the full cost of training for this and subsequent days shall be payable in full and at the discretion of 360 Training management.

7. Damage Liability

Any damage caused by participants to the 360 Training premises and/or facilities, furnishing and/or equipment will be repaired by 360 Training and invoiced and paid for by the client.

8. Special Requirements

The client must specify any special requirements such as dietary requirements, disability or religious commitments to 360 Training at the time of booking or prior to the course start date. If 360 Training is not advised of these requests within the appropriate time frame then 360 Training will not be liable for taking any of these requirements into consideration.

9. Punctuality

360 Training will inform the client of the course timings, venue and any other necessary information upon confirmation of the booking. Participants are asked to arrive 15 minutes prior to the course start time. If any client or the client's participants arrive late it will be at the discretion of 360 Training as to whether they are able to join the training course. The client will be charged 100% of the course fee as per the confirmation letter.

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10. Health & Safety

360 Training assumes overall responsibility for the health & safety of all personnel within the 360 Training venue. All arrangements (First aid, fire safety etc.) for ensuring zero harm to staff, clients and members of the public are undertaken by 360 Training. If at any time client(s) feel their safety or the safety of others may be in jeopardy then they are to inform the 360 Training staff immediately.

11. Zero Tolerance / Alcohol & Drug Testing

360 Training operates a zero tolerance policy against alcohol or drug influence on any training courses. For the safety of all persons where delegates are believed to be under the influence of alcohol or drugs then they will be asked to leave the premises.

The client will still be liable for the total course fee. The client will be notified if their delegate has failed a drug or alcohol test for contractual purposes. 360 Training may engage a third party Drug & Alcohol testing body to carry out the tests. Participation in the test is mandatory

12. Confidentiality

The client must not reproduce, copy, publish or sell any materials, information or documents supplied by 360 Training or belonging to 360 Training.

Any information, materials or documents supplied to the client are for the client's personal use only.

13. Blended Learning

E-Learning modules can be accessed from 20 days prior to attending the training.

All modules must be completed at least 2 working days prior to attending the practical training.

The e-learning modules must be passed in order for participants to attend the practical training elements at the training centre.

Any participant who attends the training centre without completing the e-learning modules will be advised they cannot attend the practical elements of the specific module.

Participants will only be allowed to attend the practical elements of modules for which they have completed the e-learning.

The Client will be charged 100% of course fees for any participant attending the practical elements without completing the e-learning modules.

100% of the course fees will be charged to rebook the participant.

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