

## **DT-Welding Weldconsultancy Terms and Conditions of Training**

### **1. Agreement**

Together with the relevant booking form (including any online booking) this document comprises the terms and conditions in relation to the training provided by DT-Welding Weldconsultancy later mentioned as DTW.

These terms constitute the whole agreement between you and DTW in relation to the training you register for, except where you and DTW have otherwise specifically agreed in writing (e.g. Concern Contract). All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law, and supersede all prior agreements and understandings.

### **2. Application & Fees**

You must complete the appropriate booking form(s)\* and submit these form(s) together with full payment and/or Company Order. Payment is to be made by bank transfer.

Bookings received without full payment/order number will be treated as provisional, which does not guarantee a place. Provisional bookings shall expire within 10 working days of bookings being made if full payment has not been received (please note no reminders will be issued by DTW).

Upon receipt of full payment relevant course material\*\* on a memory stick will be sent.

In the event of non-payment by your Company you accept responsibility for any training or examination fees and accommodation fees when applicable.

All students, from in- and outside Europe, are required to pay VAT on all training and examinations in the Netherlands. VAT is charged at the current rate, or Intra-Community Acquisition\*\*\* will be used if applicable.

### **3. Cancellation**

In the event of cancellation by you (your Company, your Employer and/or yourself), the Course fee and the accommodation fee (if applicable) will be returned less a cancellation charge of 25%.

- If less than 30 days notice is given by you, DTW reserves the right to retain 50% of the Course fee and the accommodation fee (if applicable)
- If less than 21 days notice is given by you, DTW reserves the right to retain 75% of the Course fee and the accommodation fee (if applicable)
- If less than 14 days notice is given by you, DTW reserves the right to retain the whole fee.

DTW reserves the right to alter the advertised schedule of training and examinations, which may include cancellation of an event. Where DTW cancels an event, individuals with confirmed bookings will be offered alternative dates. If none can be provided then a full refund will be given.

DTW and/or Partners\*\*\*\* reserves the right to alter or amend the advertised content of any training or examination without notice in order to continuously provide a high quality service or due to circumstances beyond our control. DTW will not be liable for any losses or expenses, including consequential, arising from any such alterations or amendments to the programme content and schedule including cancellation.

**NOTE** : All Courses of The American Welding Society like the AWS-CWI Course have other Cancellation Rules which are mentioned and to be approved by the Candidate in the “Application Contract AWS-CWI”

#### **4. Awarding Bodies**

You have read and understood the documentation issued by the TWI, CSWIP and/or AWS scheme management that is relevant to the examination for which you are applying and declare that you satisfy those criteria covering vision, training and experience and also understand that you may be required to supply documentary evidence of this to be eligible for certification. You agree to abide by the requirements for certification as relevant to the examination for which you are applying; any fraudulent claim may result in the retraction of any certificate issued.

DTW will endeavour to provide all reasonable assistance should you suffer from any disability or have any special needs. However, you must notify DTW in advance of the training or examination date of any such disabilities and/or special needs on the booking form.

Any appeals made by you to DTW shall be received within 6 months of the training or exam date; any re-assessment shall incur an administration fee.

Any appeals made by you to the awarding body with regard to the external examination or verification are outside the scope of these terms and are a matter for you and the awarding body. You may become liable for fees and other costs as a result of making any such appeals.

#### **5. Complaints**

Any complaints made by you to DTW shall be received within 7 days of the training or exam date as detailed in DTW’s Complaints policy. The Complaint’s policy will be sent along with Joining Instruction documentation.

## **6. Acceptable use of Facilities**

In placing your booking you agree to abide by DTW's rules relating to DTW facilities. This includes, but is not limited to the following

- None of DTW's facilities may be used to locate, display or transmit any material which is illegal or offensive.
- No software may be downloaded or installed on any of DTW's computing equipment unless under the explicit direction of the assigned trainer
- No data may be imported which has not been checked for viruses and which is not under the explicit direction of the assigned trainer

I agree to read the Health & Safety and Security information provided by DTW and to abide by the guidance given.

## **7. Warranties and Liability**

DTW warrants that the event will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Registration Form and other published literature.

Except in respect of death or personal injury caused by DTW.'s negligence, or as expressly provided in these terms, DTW shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of DTW, its servants or agents or otherwise) which arise out of or in connection with the provision of the event or its attendance by you, and the entire liability of DTW under or in connection with the event shall not exceed the amount of the course fees, except as expressly provided in these terms.

DTW shall not be liable to you or be deemed to be in breach of the terms by reason of any delay in performing, or any failure to perform, any of DTW.'s obligations in relation to the event, if the delay or failure was due to any cause beyond DTW.'s reasonable control.

You shall be deemed to have satisfied yourself that the event accords with your requirements. DTW warrants that the event is structured for and contains the appropriate information to achieve the specific standards or qualifications as are specifically described in relation to the event but the DTW does not warrant that you will achieve such standards or qualifications.

## **8. Copyrights and Intellectual Property**

Copyright on all training materials and methodology remains with TWI, CSWIP, AWS and/or DTW, except where copyright exists with a third party supplier. You agree that you will not copy or resell any training material or methodology that you may be given by DTW during your training or examination.

## **9. Exclusion**

DTW reserves the right to refuse access to its facilities and premises where there is reason to believe that a delegate is in breach of these conditions or where a delegate uses threatening, bullying, harassing or disruptive behaviour. DTW will not be liable for any losses or expenses, including course fees and consequential damage, arising from any such exclusion.

## **10. Data Protection**

You understand that DTW and its associated trading companies (and companies, organisations, or agents processing data on its behalf) will hold and use personal data supplied by you for administration purposes. These purposes have been notified under the Data Protection Act 1998. The data may also be used to send separate unsolicited mailings containing details of events, new services, products, etc.

You have the right to ask DTW not to send such mailings. If you do not wish to receive this information from DTW, please update your Privacy settings via the link in My Account and/or by writing. You have the right of access to personal data that we hold about you, on payment of the access fee not exceeding € 15,00

Requests should be addressed to DT-Welding Weldconsultancy, Langetuin 164, 1689 LL, Zwaag.

You understand that occasionally images of training and examinations are taken by DTW for publicity and other purposes and that permission for your inclusion in such material is implied unless you make it known to DTW at registration that you do not wish to feature.

## **11. Applicable Law**

These terms shall be governed by and construed in accordance with the laws of The Netherlands and each party irrevocably submits to the exclusive jurisdiction of the courts of The Netherlands.

## Appendix

\* Appropriate Booking form(s) stands for:

1. TWI Enrolment Form or AWS Application Form
2. DTW Application Form;
3. Valid Eye Test Certificate (N4.5 or Times Roman numerals standard)
4. Detailed CV to be approved by TWI Chief Examiner
5. Copy of Logbook when applicable;
6. 2 x Passport photos (only TWI Candidates are allowed to take these photo's with them on the first Course date!).

\*\* Relevant course material\*\* on a memory stick will be sent if and when available.

\*\*\* Intra-Community Acquisition (Acquisitions from other EU Member States)

Definition: An intra-Community acquisition is the acquisition of the right to dispose as owner of goods, which are transported by or on behalf of the supplier or the person acquiring them from a Member State to the person acquiring them in another Member State.

\*\*\*\* Partners:

Our partners are TWI Training and Examination Services, CSWIP & The American Welding Society