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**TWI LTD TERMS AND CONDITIONS OF TRAINING****1. Agreement**

This document comprises of the terms and conditions in relation to the training and examination services provided by TWI Ltd.

These terms constitute the whole agreement between you and TWI Ltd in relation to the training and/or examination you register for. 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 and submit the appropriate enrolment form either on paper or online via your customer portal. All relevant documentation and verifier details must be submitted prior to attending the course. Failure to provide all required documentation prior to any exam will result in TWI excluding you from that exam.

TWI may, on occasions stipulate that paper enrolment forms will be required. This is not optional and will be under the control of TWI. All information will be issued at the time to ensure relevant documentation is received with any paper based booking form

Full payment and/or Company Purchase Order is required prior to attending any course or exam. Payment maybe made by cheque or by contacting Customer Service on 01223899500 to pay via credit card (MasterCard, Visa, Eurocard, American Express), debit card and bank transfer. Online payments via the portal must be made by credit card (MasterCard or Visa only).

Upon receipt of full payment relevant course material and joining instructions will be issued to you via the portal or customer services. Please ensure that you have entered your correct email address.

If you are being sponsored joining instructions and electronic course notes will be sent directly to the sponsor, therefore you may have to contact them directly for this information.

In the event of non-payment by your sponsor you accept responsibility for any training or examination fees.

Both UK and overseas students are required to pay the current rate of VAT on all training and examinations held within the UK.

**3. Cancellation**

In the event of cancellation by you, the event fee and the accommodation fee (if applicable) will be returned less a cancellation charge of 20%.

If less than 14 days' notice is given by you TWI Ltd reserves the right to retain the whole fee.

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

TWI Ltd 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.

TWI Ltd 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.

#### **4. Course Date Changes**

Should you require the date of your course transferring to another date there will be an administration fee of £50 for each transfer request.

TWI Ltd will not be liable for any losses or expenses, including consequential, arising from any such alterations.

#### **5. Awarding Bodies**

You have read and understood the documentation issued by the 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.

Please note: for candidates attending NDT training, a complex matrix of candidate's performance during training sessions is evaluated. A certificate of successful attendance (required as proof of exam eligibility) may be issued only to those candidates who fulfil all requirements (as applicable to the particular NDT exam).

Any appeals made by you to TWI Ltd 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.

#### **6. Complaints**

Any complaints made by you to TWI Ltd shall be received within 7 days of the training or exam date as detailed in TWI Ltd's Complaints policy. The Complaint's policy is available via our website or Customer Services.

Feedback provided by you on our feedback forms or via surveys is important to us and will be used in our improvements process but will not be seen as or treated as a complaint.

#### **7. Acceptable use of Facilities**

TWI Ltd will endeavour to provide all reasonable assistance should you suffer from any disability or have any special needs. However, you **must** notify TWI Ltd in advance of the training or examination date of any such disabilities and/or special needs via your customer portal or our customer services team in writing. TWI may not be able to make reasonable adjustments without prior notification.

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

- None of TWI Ltd'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 TWI Ltd's computing equipment unless under the explicit direction of the TWI Ltd trainer
- No data may be imported which has not been checked for viruses and which is not under the explicit direction of the TWI Ltd trainer
- TWI training and examination provides a fully equipped facility with full use of equipment and consumables. The use of personal work equipment is acceptable but must be agreed by the relevant lecturer prior to the course.

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

### **8. Warranties and Liability**

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

Except in respect of death or personal injury caused by TWI Ltd.'s negligence, or as expressly provided in these terms, TWI Ltd 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 TWI Ltd, 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 TWI Ltd under or in connection with the event shall not exceed the amount of the course fees, except as expressly provided in these terms.

TWI Ltd 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 TWI Ltd.'s obligations in relation to the event, if the delay or failure was due to any cause beyond TWI Ltd.'s reasonable control.

You shall be deemed to have satisfied yourself that the event accords with your requirements. TWI Ltd 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 TWI Ltd does not warrant that such standards or qualifications will be achieved by you.

### **9. Copyright and Intellectual Property**

Copyright on all training materials and methodology remains with TWI Ltd, except where copyright exists with a third party supplier. You agree that you will not copy, resell, pass on to third parties or upload to the internet any training material or methodology that you may be given by TWI Ltd during your training or examination. Any persons found compromising TWI's copyright and intellectual property will be banned from all TWI property and that of its agents, and certification will also be revoked.

### **10. Exclusion**

TWI Ltd 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.

Delegates attending training and/or examinations must be free from the influence of drugs or alcohol. When there is reasonable belief that an individual is under the influence of drugs or alcohol on reporting for or during a course of training or examinations, TWI reserves the right to exclude them and they will be asked to leave TWI premises.

TWI will not be liable for any losses or expenses, including course fees and consequential damage arising from any such exclusion.

### **11.Data Protection**

You understand that TWI Ltd and its associated trading companies (including 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 from TWI or its associated companies.

You have the right to ask TWI Ltd not to send such mailings. If you do not wish to receive this information from TWI Ltd, please update your Privacy settings via the link in My Account. You have the right of access to personal data that we hold about you, on payment of the access fee not exceeding £10.00. Requests should be addressed to:

The Data Controller,  
TWI Ltd,  
Granta Park,  
Great Abington,  
Cambridge,  
CB21 6AL.

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

### **12.Applicable Law**

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