



**TERMS AND CONDITIONS OF TRAININGS**  
**ORGANISED AT THE GLOBAL WIND SERVICE ACADEMY**

**§ 1**

**Definitions**

Whenever the following terms appear in these Regulations, they shall be understood as follows:

1. Participant/Course participant - an adult natural person designated by the Service Recipient to participate in a training course; in the case of a Service Recipient who is a natural person, he/she may be a Participant at the same time;
2. Training - a training course organized and delivered by the Service Provider:
  - a) First Aid Basic (FA) and refresher (FAR),
  - b) Fire Awareness (FAW),
  - c) Manual Handling (MH),
  - d) Working at Heights (WAH) and refresher (WAHR),
  - e) Enhanced First Aid (EFA) and refresher (EFAR),
  - f) Basic Technical Training Mechanical (BTTM)/Hydraulics (BTT H)/Electrical (BTT E)/Installation (BTT I), Bolt Tightening (BTT BT),
  - g) Slinger Signaler (SLS),
  - h) Blade Repair (BR).
3. Training Instructor/Instructor - a person acting on behalf of the GWS Academy who has the knowledge, skills and experience necessary to conduct the Training and assess the participants in accordance with the GWO Standards,
4. GWO - Global Wind Organization,
5. GWO Standards - posted on: <https://www.globalwindsafety.org/trainingstandards/trainingstandards> information on Training,
6. GWO /GWS Academy/Service Provider - the entity providing the Training,

7. the Customer - sometimes will also be the Participant - the entity - natural person, legal person or organizational unit to which the Civil Code grants legal personality, directing the Participant to participate in the Training;
8. RODO - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);
9. data - data, including the Participant's personal data, provided by the Customer when entering into the Agreement and by the Participant when using the training;
10. website - [www.gwsacademy.com](http://www.gwsacademy.com)
11. Contract - the agreement under which the Customer purchased a training course from the Service Provider's offer,
12. training information - information in which the Service Provider specifies the basic parameters of the training and other conditions for the organization and delivery of training. Training information may be an element of the Agreement or the offer or may be posted on the website or otherwise communicated to the Client.

## **§ 2**

### **General provisions**

1. These Terms and Conditions set out, inter alia.
  - 1) the general rules of the organization of the Training,
  - 2) the course of the Training, the manner of documenting participation in the Training and the obtaining of a certificate upon completion of the Training,
  - 3) the rights and obligations of participants in the Training,
  - 4) rights and obligations of persons conducting Training,
  - 5) conditions and principles of data protection processed by GWS in connection with the organization and performance of Training.
2. The Regulations are made available to the Service Recipients free of charge via the website in a form that makes it possible to obtain, reproduce and record it, and for the Training Participants - at the Training Centre at the reception, before the Training starts.
3. The Participant is obliged to become acquainted with the content of the Regulations prior to the commencement of the Training.
4. Each Service Recipient and Participant is obliged to comply with the provisions of these Regulations.
5. The Service Recipient is obliged to communicate these Regulations to the Participant designated by him or to inform the Participant of those provisions of the Regulations which directly concern the Participant. Should the Service Recipient fail to comply with the above obligation, the Service Provider shall be released from any liability for any claims made by the Participant against the Service Provider in connection with the Participant's participation in the Training.

6. When using the Training, the Participant is obliged to comply with the applicable law, the provisions of the Regulations, behave towards other Participants, the Persons conducting the Training in a friendly and cultural manner, paying particular attention to elements that may endanger the safety of all persons involved in the organization of the Training.

### **§ 3**

#### **Basic parameters of Training**

1. Unless otherwise specified in these Regulations, the basic parameters of a particular Training, including its date, duration, subject matter, detailed program or plan shall be specified in the information on a particular Training, consistent with its description resulting from the GWO Standards.
2. Training is conducted exclusively in English. All presentations and training materials used during training are in English.
3. The Service Provider declares that it endeavors that:
  - 1) Trainings are conducted by persons who have the experience, authorizations and competences necessary to provide the Participants with knowledge concerning the subject matter of the training;
  - 2) the training materials provided are complete, clear and free of legal defects. The Service Provider shall not be liable for the assimilation of knowledge by the Participants or for any arbitrary and generally unacceptable statement by a Participant that the level of training was inadequate or the training materials did not meet the requirements of point 2) above. Neither the Service Recipient nor the Participant may raise any claims against the Service Provider on the aforementioned grounds.
4. The Service Provider declares that the training offered is conducted according to the GWO standard and is intended for entities providing services to the wind industry and related industries, regardless of the basis of cooperation. The training system has been created by the international GWO organization of wind turbine manufacturers and operators worldwide.
5. GWS Academy is accredited and certified by Det Norske Veritas Holding AS (certificate number 10000433313-MSC-DNV GL-POL) as a GWO training provider in:
  - a) First Aid Basic (FA) and refresher (FAR),
  - b) Fire Awareness (FAW),
  - c) Manual Handling (MH),
  - d) Working at Heights (WAH) and refresher (WAHR),
  - e) Enhanced First Aid (EFA) and refresher (EFAR),
  - f) Basic Technical Training Mechanical (BTTM)/Hydraulics (BTT H)/Electrical (BTT E)/Installation (BTT I), Bolt Tightening (BTT BT),
  - g) Slinger Signaler (SLS),
  - h) Blade Repair (BR).

## **§ 4**

### **Course of training**

1. In accordance with these Regulations and the GWO standard, the Trainee must meet the following conditions in order to participate in the training:
  - a) be at least 18 years of age and have full legal capacity,
  - b) present a document with a photograph - passport, identity card - to an Academy employee on the day of the Training, prior to its commencement, in order to verify his/her identity and compliance with the application to participate in the Training,
  - c) sign a declaration of being familiar with these Rules,
  - d) before the beginning of the Training fill in a registration form of the Participant, Acceptance of the completed form by the Person conducting the Training entitles the Participant to start attending the Training.
  - e) complete the Participant's health declaration before the Training,
  - f) have a WINDA number (instructions for obtaining the number can be found at [www.winda.globalwindsafety.org](http://www.winda.globalwindsafety.org)),
  - g) have comfortable working clothes (protective clothing fully covering legs, blouse/shirt without hood), footwear class S3 (above ankle),
  - h) complete a declaration of no contraindication to working above 3m if wishing to undertake GWO Working at Heights and GWO Working at Heights refresher training,
  - i) provide a valid medical certificate for work over 3 m if attending the GWO Working at Heights and GWO Working at Heights refresher training course,
  - j) for GWO Working at Heights training, the participant's weight must not exceed 130 kg,
  - k) complete a form certifying that there are no medical contraindications to undertake the course.
2. The duration of the training depends on the module chosen, according to the GWO Standard.
3. Training takes place at the training center at 1f Szczecińska Street in Dobra, 72-003 Dobra.
4. Training groups consist of the number of people resulting from the GWO Standard. Depending on the size of the group and the skills of the Participants, the duration of the training may increase or decrease. The time set out in the GWO Standards and allocated to the individual Participant to complete the tasks and provide the necessary information is always adhered to.
5. At the end of each training day, the Participant must complete a medical evaluation form.

## **§ 5**

### **Evaluation of training results and certification**

1. Participants taking part in the training will be assessed in accordance with the GWO Standard on the basis of a form drawn up by assessing the Participant's knowledge, observation of the Participant, performance of tasks and according to the results obtained in tests and examinations.

2. A Participant is deemed to have passed the training and is entitled to receive a certificate on the basis of scoring between 0 and 9 points. Information on the results of the assessment are provided to the Participant by the Person conducting the Training, on the day of its completion.
3. Detailed assessment results are made available to Participants on request:
  - a) by being sent within 3 working days of the end of the Training to the email address indicated by the Participant, or
  - b) by allowing access to the records at the GWS Academy within 3 working days of the end of the Training.
4. If the Participant fails to meet the objectives of the Training as specified in the evaluation form, i.e. obtains a value higher than that indicated in clause 2 above, the Participant is informed of a negative evaluation resulting in failure to pass the Training on the day of the end of the Training. The provision of information as in the previous sentence results in the absence of an entry in GWO WINDA.
5. The persons responsible for informing the Participant about failing the course are the Trainers of the Training. When giving feedback to the Participant, the presence of two Instructors is mandatory. If one of the Instructors is absent, then another employee of the GWS Academy is obliged to join the meeting and be present when giving the information.
6. The Participant has the right to lodge an appeal against the results of the assessment made in accordance with points. 1 and 2. The appeal shall be submitted on a dedicated form within 7 days from the date of obtaining information on the results of the assessment, in accordance with the procedure resulting from the GWO standards.
7. Appeals relating to failure to pass a course are assigned to the Advanced category in the GWS Academy Complaints Register and are therefore dealt with within 7 working days of submission; the day on which the appeal is submitted is not included in the time limit indicated.
8. Information on the final determination of the appeal shall be communicated to the Participant in writing, via email, within 3 working days of the date of its determination.
9. In the event of a final determination that the Participant has not completed the course in accordance with clauses 1 and 2 above, the costs incurred by the Participant in connection with the Training shall not be refunded in any part.
10. If the Training is passed and a certificate is obtained, the result shall be registered on the WINDA platform in accordance with the GWO standard, no later than 10 days from the date of completion of the Training. If an appeal is upheld, the time limit indicated in the previous sentence shall start to run from the day the Participant is informed that the appeal has been upheld.
11. Depending on the module selected, training courses are valid for:
  - a) 2 years for FAW, MH, FA, WAH, EFA training courses - both basic and refresher, or
  - b) valid indefinitely for BTT M, BTT H, BTT E, BTT I, BTT BT, SLS, BR training courses.

## **§ 6**

### **Rights and responsibilities of the student**

1. The participant is obliged to observe the health and safety rules presented to him by the Instructor before the training course.
2. The participant is obliged to register on the WINDA platform and provide the organiser with their WINDA ID before the training starts.
3. The participant must meet the health requirements and be fit to participate fully in the training. Failure to present the relevant medical certificates, pursuant to § 4(1) above, shall justify refusal to allow the Participant to start the Training.
4. The Participant is obliged to enter the Training equipped with appropriate personal protective equipment.
5. The Participant is obliged to inform the instructor or a relevant employee of the GWS Academy about any situation that makes it impossible to start or continue the Training, in particular about a bad physical or mental condition.
6. The participant is obliged to submit to sobriety verification conducted on an ad hoc basis by the GWS Academy. Refusal to submit to the test will result in refusal to allow the Participant to attend the Training and termination of the agreement with immediate effect.
7. The Participant is obliged to arrive at the Training sober, which should be understood in such a way that the level of alcohol concentration in the air exhaled by the Participant cannot be higher than 0.00 promile. In the case of a value higher than 0.00 promile, the Participant will not be allowed to participate in the Training, and if such information is revealed during the Training - he/she will be removed from the Training, which will result in immediate termination of the agreement.
8. The Participant will not be allowed to come to the Training under the influence of psychoactive agents acting similarly to alcohol, as defined in § 10 of the Regulation of the Minister of Health of 16 February 2023 on tests for the presence of alcohol or agents acting similarly to alcohol. In the case of the GWS Academy staff becoming aware of the possibility of the Participant being under the influence of the agents indicated in the preceding sentence, § 6 clause 7 sentence 2 applies accordingly. 9.
9. It is forbidden to consume alcohol and psychoactive agents acting similarly to alcohol during the Training, under pain of exclusion from the Training and immediate termination of the agreement.
10. In the cases referred to in clauses 6 to 10 above, the Company is entitled to withhold remuneration for the Training.
11. Smoking is forbidden outside the areas designated for it, under pain of immediate exclusion from the Training.
12. The Participant is obliged to attend all theoretical and practical classes within the selected module and to perform all tasks assigned by the trainer.
13. Absence in any part of the Training shall result in exclusion from the rest of the Training and inability to obtain the certificate.

14. It is forbidden for the Participants to perform the exercises on their own.
15. The Participant is obliged to sign a statement about his/her health and well-being at the end of the Training, according to the content submitted by the Trainers.

## **§ 7**

### **Rights and obligations of the instructor**

1. The instructor is obliged to observe health and safety rules on the premises of the GWS Academy.
2. Classes and scenarios within each training module should be conducted fairly and in accordance with the GWO Standard known to the Instructor.
3. The Instructor is required to complete inspection forms in accordance with the GWO Standard.
4. The Instructor shall act in accordance with the GWO and GWS Academy policy on professional ethics and rules of social intercourse, in particular the Instructor shall not discriminate against students on the basis of any personal characteristics of the Student. It shall not be considered discrimination to act within and in accordance with the provisions of the Regulations.
5. The Instructor is obliged to repeat and explain issues concerning the process of Training within a given module, if such a need is raised by the Trainees.
6. The Instructor is required to conduct tests and/or final examinations and prepare Participant evaluation forms if required by the GWO Standards for a particular Training.
7. The Instructor has the right to remove the Participant from the Training in a situation of violation of the rules of conduct set out in the GWO Standards, as well as in a situation where the Participant fails to comply with the instructions of the Instructor or where there is a reasonable suspicion of the Participant's unfitness to participate in the Training due to the Participant's health condition, and furthermore in a situation where the Participant's behavior poses a danger to himself, the Instructor and other Participants in the Training.
8. In the event of a situation endangering the life, health or safety of the Participants or the Instructor, or in the event of a situation endangering the property of the training provider, the Instructor has the right to suspend the training until these causes cease.

## **§ 8**

### **Data protection conditions and rules**

1. The Service Provider is the controller of the personal data provided by the Client or Participant in order to perform the Agreement, i.e. to enable participation in the training, i.e:
  - a) in the case of a Client who is a natural person: name, surname, e-mail address, telephone number, registered office or residence address, details of the bank account and payments under the Agreement, NIP or PESEL;
  - b) in the case of a natural person designated as the person concluding the Agreement on behalf of the Customer or as a contact person: name, surname, e-mail address, position, telephone number;

- c) in the case of Participants: name, surname, address and date of birth, PESEL, WINDA ID - to the extent that this is necessary for the purpose of performing the subject of the Agreement, settlements with the Service Recipient or securing or pursuing claims.
2. The Service Provider shall process the aforementioned personal data as a data controller only in accordance with the law, including only if and to the extent that at least one of the following conditions is met:
    - a) the processing is necessary for the performance of the Agreement to which the Client as data subject is a party or to take action at the request of the data subject prior to the conclusion of the Agreement, to the extent of: name, surname, address of residence or registered office of the Client who is a natural person, telephone number and e-mail address of the Client or Participant, data related to the payment of remuneration under the Agreement due to the Service Provider;
    - b) the processing is necessary for the fulfilment of a legal obligation incumbent on the Service Provider as data controller;
    - c) the data subject has given his or her consent to the processing of his or her personal data for one or more specified purposes, whereby processing on this basis shall be carried out provided that consent has first been obtained from the aforementioned person, in accordance with applicable law, including in particular for the purposes of e-mail marketing (e-mail address) or telemarketing (telephone number);
    - d) the processing is necessary for purposes deriving from the legitimate interests pursued by the Service Provider as data controller, in particular for the investigation of claims or direct marketing of its own products.
  3. The information clause regarding the processing of Participants' data is attached as Appendix 1 to the Regulations.

## **§ 9**

### **Final provisions**

1. To the extent permissible under applicable law, subject in particular to the provisions of Article 473 § 2 of the Civil Code, the Service Provider's liability for any consequences related to the use of training courses by Participants is excluded.
2. The Service Provider reserves the right at any time. If the Terms and Conditions are amended, they will be communicated to the Service Provider or Participant by posting on [www.gwsacaemy.com](http://www.gwsacaemy.com).
3. Annexes to the Regulations are an integral part of it.
4. The Regulations shall enter into force on 1 August 2023.



## **Appendix No. 1 to Terms and Conditions of Trainings - GWS Academy**

### **Information clause for training participants**

#### **Indication of the administrator**

The administrator of the personal data is "Global Wind Service Poland" sp. z o.o. with its registered office in Szczecin (71-018), Harnasiów 35 Street, entered into the register of entrepreneurs of the National Court Register by the District Court of Szczecin-Centrum in Szczecin, XIII Economic Division of the National Court Register under KRS number 0000305427, REGON 320508328, NIP 5971689917, BDO 000471227, with a capital of 100,000.00 PLN.

The Administrator has appointed a Data Protection Supervisor overseeing the correctness of the processing of personal data, who can be contacted at: \_\_\_\_\_.

#### **Data processing purposes and legal basis**

1. the performance of the training service in accordance with the provisions of the contract - the processing is necessary to take steps prior to the conclusion of the contract and to perform the contract (Article 6(1)(b) RODO).
2. the processing of personal data in connection with the cooperation undertaken, with the company providing the personal data of the trainees for the performance of the training service - the processing is necessary for the legitimate purposes of the controller consisting in the protection of the interests of the company (Article 6(1)(f) RODO).
3. issuing certificates and attestations - processing is necessary for the legitimate purposes of the administrator consisting of maintaining a positive corporate image (Article 6(1)(f) RODO).
4. pursuing and protecting against claims - processing is necessary for the legitimate purposes of the controller consisting of protecting the interests of the business (Article 6(1)(f) RODO).

#### **Processing period**

Data shall be processed for a period of respectively:

1. 5 years counted from the end of the calendar year in which the training was provided - applies to point 1 and 2 above.
2. 6 years counted from the date of the end of the training or until an effective objection/request for erasure is made - applies to point 3 above.
3. 6 years counted from the date of termination of cooperation - applies to point 4 above.

## **Transfer of personal data**

1. Personal data will be transferred by the controller only to trusted entities such as companies providing and operating selected IT systems and solutions, providers of accounting, legal, postal and courier services.
2. Personal data will generally not be transferred outside the EEA or shared with international organizations. However, where the controller uses service providers from outside the EEA that have not been recognized by the European Commission as providing an adequate level of protection for personal data, the transfer of personal data to the above-mentioned entities shall be on the basis of standard data protection clauses adopted by the European Commission, by which they are subject to adequate safeguards to protect the privacy and rights and freedoms of the data subjects. A copy of the standard contractual clauses can be obtained from the controller.

## **Your rights**

In relation to our processing of your personal data, you have the right to:

1. request access to your personal data,
2. request the rectification of your personal data,
3. request the erasure or restriction of the processing of your personal data,
4. to object to the processing of your data,
5. lodge a complaint to the supervisory authority, which in Poland is the President of the Office for Personal Data Protection.

The provision of data is voluntary, but necessary for the conclusion and execution of the contract and participation in the training course.

There is no automated decision-making, including profiling, in the processing of personal data.