
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 directly or indirectly by TWI Ltd (hereinafter also referred to as the "Event").

These terms constitute the whole agreement between you and TWI Ltd in relation to the training and/or examination you register for (hereinafter referred to as the "Agreement"). 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.

Note: You will be asked to submit a scan of your photo ID (e.g. passport, driving licence, national ID card). We need this to prove your identity. You will be asked to bring the original document to any exam. We will not use this document or scanned copies for any other purpose.

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 to pay via credit card (MasterCard, Visa), debit card and bank transfer. Online payments via the portal must be made by credit card (MasterCard or Visa only).

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).

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.

In the case of late enrolments (less than 10 working days before the start of the training), payment must be made immediately.

The package fee (Course and Examination Package Only) does not apply to candidates taking the examination after six (6) months from the date of completion of the course. If the candidates are taking the examination after six (6) months although signed up under package fee, then the difference in fees must be paid. The candidates that sign up under the package fee must attend both course and examination at the same venue.

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.

You agree to accept responsibility for any training or examination fees, in the event of non-payment by your sponsor

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

3. Cancellation

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to a cancellation cooling off period whereby you are permitted to cancel your booked Event (with or without cause) within a period of 14 calendar days from the date of receiving your Event order confirmation from TWI, in this case you will receive a full refund of the total price paid for the Event. TWI will issue the reimbursement using the same method of payment as utilised for the initial transaction unless expressly agreed otherwise. Please note that all cancellations must be received by TWI Ltd in writing (either by letter or email).

After this initial cooling off period the following charges shall apply:

Time period before Event date that the cancellation is made	Charge to customer
More than 15 Calendar Days	20% (to cover administration fees)
14 Calendar Days or less	Full Charge

Should you request to book an Event which starts prior to the end of the 14 day cancellation period and/or should you wish to download any related digital course content through TWI's TES online portal (i.e. e-learning material or related software) within the 14 day cancellation period then you hereby agree to waive your right to receive a full refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. In this instance you will still have the right to cancel, but you must pay for the total value of any training and related services/documentation (including digital downloads) that have been provided by TWI up to the point of cancellation. You will not have the right to cancel an Event within the 14 day cancellation period whereby all Event services have been fully performed.

Please note: The above cancellation statement is only applicable to UK candidates.

TWI Ltd reserves the right to alter the advertised schedule of training and examinations which may include withdrawal or cancellation of an Event. Where TWI cancels an Event, individuals with confirmed bookings will be offered alternative dates. If offered alternative dates are not agreeable to the candidate, then a full refund will be given. TWI cannot however reimburse the cost of any pre-booked travel arrangements or associated costs thereof.

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 reasonable control.

4. Course or Examination Date Changes

Should you require the date of your course or examination transferring to another date, there will be an administration fee of £50 (or local currency equivalent) 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.

Certain qualifications require proof of relevant experience, independently authenticated. If you provide the contact details of an independent third party who can authenticate the experience that you claim, it is your responsibility to ensure that this person has given permission for TWI to make contact. TWI will not use the personal details of anyone that you propose, other than for the purposes of authenticating your claim.

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 this Agreement 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

- Access to the internet using a personal device during any examination is expressly forbidden. Any breach of this rule will result in failure and immediate termination of the examination. Access to the Internet during classes or lectures is permissible if expressly authorised by the lecturer concerned.
- 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 this Agreement, 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 inclusive of any such alterations or amendments to the Event programme content and schedule including cancellation 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 this Agreement.

TWI Ltd shall not be liable to you or be deemed to be in breach of this Agreement 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. 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 as per GDPR requirements.

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.Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England for the purpose of hearing and determining any dispute arising out of or in connection with this Agreement or its formation or validity.

Nothing in this clause shall limit the right of either party to take proceedings against the other party in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by the applicable law.