

WINDA Terms and Conditions

Valid from 22 September 2022

1. Introduction

The use of this website and the WINDA database is subject to the following terms and conditions.

2. Ownership

2.1 Global Wind Organisation (GWO) maintains the website globalwindsafety.org and specifically the WINDA database (the Site) as a service to those who may choose to be trained in, offer training in the GWO Safety Training Standards ("Users") or provide auditing services to GWO Certified Training Providers. All material is provided "as is" with no legal responsibility for GWO.

2.2 GWO is legally established as a not-for-profit association residing in the address Vesterbrogade 1C, 2nd floor, 1620 Copenhagen, Denmark.

2.3 All copyright is reserved and all material on the website globalwindsafety.org is owned by GWO, except when expressly stated otherwise.

3. Terms and Conditions Updates or Changes

3.1 The current version of terms and conditions were issued on 21 September 2022.

3.2 We reserve the right to change the terms and conditions. By registering as a user of the Site and/or using this Site after the posting of notices regarding such changes, you agree to be bound by such changes.

4. Copyright and Trademark Notice

4.1 The Site - including, but not limited to, text, photographs, graphics, video and audio content - is protected by copyright and as a collective work or compilation under the copyright laws of Denmark and other countries. In addition, the manner in which GWO have compiled, arranged and assembled our content is protected by worldwide copyright laws and treaty provisions.

4.2 Names, button icons, text, graphics, logos, images, designs, titles, words or phrases, audio clips, page headers, trademarks, and service names used on the Site are the trademarks, service marks, trade names or other protected intellectual property of GWO, its members or its affiliates.

4.3 You may not use any of such materials for any purpose without the express written agreement of GWO. All content and other elements comprising the Site are also copyrighted works.

5. Use of the WINDA database

5.1 Any individual or organization may make use of the services offered on winda.globalwindsafety.org and are subject to the requirements as laid out below. Users may use the Site only for lawful purposes.

5.2 GWO reserves the right to deny in its sole discretion any User access to this Site or any portion thereof without notice. No waiver by GWO of any provision of these Terms and Conditions shall be binding except as set forth in writing and signed by its duly authorized representative. GWO will not be liable if for any reason the Site is unavailable at any time or for any period.

5.3 GWO will determine, in our discretion, whether Users have breached these terms of use through the use of the Site. If GWO consider that Users have breached these terms and conditions, without prejudice to any other right or remedy GWO may have, GWO may take all or any of the following actions:

immediate, temporary, or permanent withdrawal the Users right to use the Site; or

immediate, temporary, or permanent removal of any posting or material uploaded by a User to our site.

5.4 WINDA is provided as a service to the following user types:

Course Participant User

Organizational User

Training Provider User

Certification Body User

Auditor user

5.5 By creating a User profile (Course Participant User, Organizational User, Training Provider User, Certification Body User and/or Auditor User) in WINDA you accept the following terms and conditions:

6. Course Participant User

6.1 Course Participant Users are individuals, who participate in GWO Standard Safety Training to obtain GWO safety training for personnel working in the wind industry. The Course Participant User is required to provide unique identifying information, such as name, address and other information on forms stored on this Site.

6.2 The Course Participant User will be granted a unique WINDA ID, and may access and print his/her own personal information at any time. Course Participants may change their own email-address but cannot otherwise change or modify their profile or records uploaded hereto.

6.3 Records of training can be uploaded by GWO certified Training Providers to a Course Participant User profile. Records cannot be deleted but may be deactivated by the GWO administrator upon specific request from any User.

6.4 Request for deletion of Course Participant User profile will always be granted if request is from said Course Participant User. All other requests for modification or deletion of records or profiles, such as Course Participant name changes or correcting errors in records upload, are treated on a case-by-case basis, and at the sole discretion of GWO. Additional documentation may be required.

6.5 Prior to completion of a GWO Safety Training Standard Module, the Course Participant User must register in WINDA. By registering a profile, the Course Participant User agrees to allow GWO and GWO certified Training Providers to upload records of completed training onto his/her WINDA ID. The Course Participant User grants a right to all other Users to view current Training Records uploaded onto his/her WINDA ID as well as the name of the User. Individual Training Records are searchable by WINDA ID only.

6.6 Any WINDA ID will automatically be deleted if no activity has been recorded on the WINDA ID over a period of 48 months. Prior to deletion a notification will be sent automatically to the email-address provided by the WINDA user.

7. Training Provider User

7.1 Training Provider User is a GWO certified Training Provider. As part of the registration process, and prior to completing registration, the Certification Body User or Auditor User must provide proof of certification against the GWO Requirements for Training Providers and one or more of the GWO Safety Training Standard Modules. Please refer to the Requirements for Training Providers and the GWO Safety Training Standards for all applicable details of certification.

7.2 All users representing the Training Provider are required to have a personal Training Provider User profile. The profile will be created by a Certification Body User after which the Training Provider User will be asked to accept these Terms and Conditions.

7.3 Records of Training on WINDA is not an official document, however it is a digital representation of records kept by the Training Provider.

Upload of Training Records to WINDA must therefore always correspond to the Training Provider's own original records of training which the Training Provider must keep according to the Requirements for Training Providers. Please refer to the Requirements for Training Providers for full details of requirements for record keeping.

Records must be uploaded by the training provider within 10 days of completion of training. Payment of received training is a commercial issue between the training provider and the course participant and does not affect the requirement to upload a training record within 10 days of completion.

7.4 Fees are applicable to Training Providers and may be changed from time to time by decision of the GWO Executive Committee. The Training Provider must not have any outstanding debt to GWO.

7.5 Upload of records is subject to prior purchase of WINDA credits. WINDA credits are used to pay for upload of records. WINDA credits can only be used by the purchasing Training Provider. WINDA credits never expire except if the Training Provider profile for whatever reason is discontinued, in which case all WINDA credits are claimed by GWO.

7.6. WINDA credits do not expire, are non-transferable and non-refundable.

7.7 However, in special cases as per clause 7.8 and 7.9. WINDA credits may expire, be transferred, or be refunded at the discretion of the GWO Audit & Compliance Committee.

7.8 The Training Provider will automatically be deleted if no activity has been recorded on their WINDA ID over a period of 48 months. Prior to deletion, a notification will be sent automatically to the email-address provided by the Training Provider.

7.9 All bank charges for electronic transfer are the responsibility of the debtor

7.10 Training Providers that are deemed in non-compliance with the GWO Requirements and/or delivery of training according to the GWO Standards may be discontinued by decision of the GWO Executive Committee upon recommendation from the GWO Audit and Compliance Committee.

8. Organizational Users

8.1 Organizational Users are usually employers and other stakeholders with a need to validate training records. Searches and validation of records can only be done using a person(s) WINDA ID as unique identifier.

8.2 The Organizational User must have obtained permission from the Course Participant User(s) whose records need to be validated to use the Course Participant User WINDA id. GWO cannot disclose a WINDA id on the basis of name or other methods of identification.

8.3 If any individual WINDA id needs to be verified against one or more specific persons identities, this may be done through accessing the original records of the Training Provider having uploaded the most recent record, as the Training Provider is required to ensure verification of the Course Participant identity prior to performing training.

9. Certification Body Users

9.1 Certification Body User is GWO approved Certification Body. As part of registration process, and prior to completing registration, the Certification Body User must provide proof of certification against the GWO Requirements for Certification Bodies. Certification Body User is granted full access to WINDA once at least one active Auditor User is created on Certification Body account. Please refer to the Requirements for Certification Body and Requirements for Auditor for all applicable details of certification.

9.2 All users representing the Certification Body are required to create a personal Certification Body User profile. After creating Certification Body User, the User will be asked to accept these Terms and Conditions

9.3 Audit record on WINDA is not an official document, however it is a digital representation of Audit requirement completion by the Certification Body and Auditor for the Training Provider.

Uploads of Audit Records to WINDA must therefore correspond to the Certification Body's own original records of auditing which Certification Body must keep according to the Requirements for Certification Bodies. Please refer to the Requirements for Certification Bodies for full details of requirements for record keeping.

Training Provider Audit Records must be uploaded by the Certification Body User or Auditor User who belongs to Certification Body's organization account. The Audit Record must be provided within the timeframe based on the requirements of each Audit type. Please refer to the Requirements for Certification Bodies and Requirements for Training Providers for full details of requirements for Audit submission.

9.4 Certification Body Users will automatically be deleted if no activity has been recorded on their WINDA ID over a period of 48 months.

Activity can be e.g. logging in to WINDA, having active Auditor users on their Certification Body account, having a valid certificate on WINDA that they have provided for the Training Provider user. Prior to deletion, a notification will be sent automatically to the email-address provided by the Certification Body User.

9.5 Certification Bodies that are deemed in non-compliance with the GWO Requirements and/or delivery of auditing according to the GWO Standards may be discontinued by decision of the GWO Executive Committee upon recommendation from the GWO Audit and Compliance Committee.

10. Auditor Users

10.1 Auditor User is GWO approved Auditor. As part of registration process, and prior to completing registration, the Auditor User must provide proof of certification against the GWO Requirements for Auditors. The proof is up-loaded and handled initially by the Certification Body User. Auditor User must complete the minimum requirements set by GWO to maintain its active User profile on WINDA. Please refer to the Requirements for Certification Body and Requirements for Auditor for all applicable details of certification.

10.2 All users representing the Auditor are required to have a personal Auditor User profile. After creating Auditor User by the Certification Body User, the Auditor User will be asked to accept these Terms and Conditions

10.3 Audit record on WINDA is not an official document, however it is a digital representation of Audit requirement completion by the Auditor and Certification Body for the Training Provider.

Uploads of Audit Records to WINDA must therefore correspond to the Certification Body's own original records of auditing which Certification Body must keep according to the Requirements for Certification Bodies. Please refer to the Requirements for Certification Bodies for full details of requirements for record keeping.

Training Provider Audit Records must be uploaded by the Certification Body User or Auditor User who belongs to Certification Body's organization account. The Audit Record must be provided within the timeframe based on the requirements of each Audit type. Please refer to the Requirements for Certification Bodies and Requirements for Training Providers for full details of requirements for Audit submission.

10.4 Auditor Users will automatically be deleted 48 months after their last activity on WINDA. Activity can be e.g. logging in to WINDA, having an active AQT certificate, having a valid certificate on WINDA that they have provided for the Training Provider user. Prior to deletion, a notification will be sent automatically to the email-address provided by the Auditor Users.

10.5 Auditors that are deemed in non-compliance with the GWO Requirements and/or delivery of auditing according to the GWO Standards may be discontinued by decision of the GWO Executive Committee upon recommendation from the GWO Audit and Compliance Committee.

11. General Remarks

11.1 Records of Training on WINDA is not an official document but a digital representation of the original records maintained by the Training Provider in accordance with their valid certification as a GWO Training Provider

11.2 GWO grants permission to Users to download, preprint and copy the information, documents and materials (collectively, "Materials") from the Site for the User's personal or professional use. Users may redistribute or compile or create derivative works from information gathered in WINDA, subject to the terms and conditions outlined below. The User must not modify any materials printed off or copied in any way.

12. Liability

12.1 The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy. The use of this Site is at the User's sole risk. Under no circumstances, including but not limited to negligence, shall GWO be liable for any direct, indirect, incidental, special or consequential expenses or damages incurred by reason of its use, including expenses or damages arising from communication failure and/or computer malfunctions associated with use of the Site even if GWO has been advised of the possibility of such damages.

12.2 As a condition of use of this Site, the User agrees to indemnify GWO from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of such User's use of the Site, including without limitation any claims that if true would constitute a breach by the User of these terms and conditions. If the User is dissatisfied with any material on the Site or with any of the terms and conditions of use of the Site, such User's sole and exclusive remedy is to discontinue using the Site and request of the System administrator to delete the User profile.

12.3 Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of GWO. GWO reserves its exclusive right in its sole discretion to alter, limit or discontinue the Site or any Materials in any respect. GWO shall have no obligation to take the needs of any User into consideration in connection therewith.

13. Your Information

GWO process information about all visitors of the Site in accordance with our [Data Privacy Policy](#). By using the Site and accepting the policy, visitors consent to such processing and you warrant that all data provided by you is accurate.

14. Governing Law

14.1 The Danish courts will have the exclusive jurisdiction over any claim arising from or related to the use of or visit to the Site although GWO retain the right to bring proceedings against Users for breach of these conditions in the Users country of residence or any other relevant country.

14.2 These terms and conditions of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Denmark.

15. Questions or Comments?

Send an email to us at info@globalwindsafety.org.

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