

**Terms & Conditions**  
**Trainings**

**1. Definitions**

<b>Term</b>	<b>Meaning</b>
<b>Terms and Conditions or T&amp;C</b>	these Terms and Conditions for Trainings
<b>Rojam</b>	Rojam sp. z o.o. with its registered office in Gdynia, at Sanocka 14, 81-507 Gdynia, registered in the business register under the KRS number: 0000399548, NIP: 5862274465 and Rojam Safety Center sp. z o.o. with its registered office in Gdynia, at Sanocka 14, 81-507 Gdynia, registered in the business register under the KRS number: 0000824877, NIP: 5862352811
<b>Partner</b>	a legal entity, acting as a business, that directs an individual to the Training
<b>Participant</b>	an individual who participates in the Training organized by Rojam and meets the requirements specified in the Regulations
<b>Instructor</b>	a person conducting the Training on behalf of Rojam, holding the appropriate qualifications
<b>Training</b>	IRATA, ITRA, OTDL, SPRAT, GWO or height work courses, as well as others offered in Rojam's portfolio, conducted and organized in a stationary form by Rojam
<b>Website</b>	rojam.eu/ szkolenia or www.safetycenter.pl
<b>Entrepreneur</b>	a natural person, legal entity, or organizational unit that is not a legal entity, granted legal capacity by law, conducting business or professional activity on its own behalf and carrying out a legal action directly related to its business or professional activity

<b>Consumer</b>	a natural person entering into a legal transaction with an entrepreneur that is not directly related to their business or professional activity. For the purposes of these Terms and Conditions, the term Consumer also includes a natural person entering into a contract directly related to their business activity, when it is clear from the content of the contract that it is not of a professional nature for that person, particularly in relation to the subject of their business activity
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## 2. General Information

- 2.1. These Terms and Conditions set out the rules and conditions for participation in the Training.
- 2.2. You can contact Rojam via:
  - 2.2.1. email: [szkolenia@rojam.eu](mailto:szkolenia@rojam.eu),
  - 2.2.2. phone: +48 882 168 484,
  - 2.2.3. the contact form available on the Website.
- 2.3. As part of its business activities, Rojam offers in-person (on-site) Trainings.
- 2.4. By registering for a Training, you declare that you have read and accepted these Terms and Conditions and agree to abide by them.
- 2.5. Partners who register Participants for the Training — such as their employees, contractors, or individuals providing services under civil law contracts — are obliged to ensure that such Participants are made aware of the Terms and Conditions.
- 2.6. Rojam also sells products through its online store, which is governed by separate terms and conditions.
- 2.7. Rojam declares that all testimonials and reviews of Trainings published on the Website and on Rojam's official social media channels come exclusively from individuals who have used Rojam's services. Rojam verifies the authenticity of reviews on an ongoing basis.
- 2.8. For the avoidance of doubt, the content available on the Website does not constitute an offer within the meaning of the Civil Code, but rather an invitation to participate in the Training.
- 2.9. All content available on the Website, including logos and graphics, constitutes the intellectual property of Rojam. Any use of such content requires prior written consent from Rojam.

## 3. Who can participate in the Training?

- 3.1. The Training may be attended by a Participant who:
  - 3.1.1. is at least 18 years old and has full legal capacity,
  - 3.1.2. has no psychological or health contraindications to participate in the Training.

- 3.2. In the case of participation in a GWO refresher Training, the Participant is required to present Rojam with the WINDA number to verify if they meet the requirements for attending the Training.
- 3.3. The Participant is required to submit a declaration that they have no health contraindications to working at height.

#### **4. How to register for the Training?**

- 4.1. To register for the Training, you can contact us directly via email, call the phone number provided above, or register through the Website – using the form made available by Rojam.
- 4.2. The Partner is obliged to indicate the number of Participants they are referring to the Training.
- 4.3. The Partner or the Participant will receive a confirmation message with the Training details.
- 4.4. A prerequisite for a successful registration is the payment of a deposit in the amount specified by Rojam, in accordance with the payment terms described below.
- 4.5. The number of places in the Training is limited. Participation is determined on a first-come, first-served basis.
- 4.6. Before participating in the IRATA or ITRA Training, and no later than on the day the Training begins, the Participant is required to:
  - 4.6.1. send a color photo (showing the Participant's face from the front, without glasses, decorations, or headwear) to the email address: szkolenia@rojam.eu – in .jpg format,
  - 4.6.2. present their IRATA-issued Logbook to the Instructor for the purpose of documenting experience.
- 4.7. If the above requirements are not met, Rojam reserves the right to deny the Participant access to the Training.

#### **5. What are the payment terms?**

- 5.1. The price of the Training is provided prior to registration.
- 5.2. For Participants registered by a Partner, the payment is made by the Partner. In all other cases, each Participant is responsible for making the payment individually.
- 5.3. A condition for registration is the payment of a deposit in the amount specified by Rojam.
- 5.4. The deposit is payable by bank transfer to the account number provided by Rojam, unless otherwise agreed by the parties. If available, the deposit may also be paid through an online payment gateway operated by a payment provider. The payment process is governed by the terms and conditions of the respective payment provider.
- 5.5. The deposit is non-refundable unless the Participant or Partner cancels the registration at least 7 calendar days before the start date of the Training (subject to clauses 7.7–7.10 below).
- 5.6. The remaining balance of the Training fee must be paid no later than 1 (one) business day before the start of the Training to the bank account indicated by Rojam or directly at Rojam's office.

- 5.7. The Participant or Partner agrees to receive invoices electronically, without a signature, at the email address provided.
- 5.8. In the case of Partners or Participants who are Entrepreneurs, the request for a VAT invoice must be made before selecting the payment method and making the deposit payment.
- 5.9. Rojam is not responsible for any incorrect or incomplete invoice details provided by the Entrepreneur.

## **6. How is the Training conducted?**

- 6.1. A detailed description of the Training (schedule, number of sessions) is provided to the Partner or Participant prior to registration.
- 6.2. During the Training, the Participant is required to follow the Instructor's instructions.
- 6.3. While in the designated training area, Participants must wear appropriate helmets.
- 6.4. The Participant must wear suitable clothing that allows them to participate in the Training.
- 6.5. The following are prohibited during the Training:
  - 6.5.1. the use of mobile phones and similar electronic devices,
  - 6.5.2. smoking tobacco products or electronic cigarettes,
  - 6.5.3. consumption of alcohol or participation while under the influence of alcohol or other intoxicating substances.
- 6.6. The Training may conclude with an appropriate examination. The results depend on the Participant's individual abilities and engagement. Rojam is not responsible for the Participant's exam outcome.
- 6.7. During the Training, Participants may use the equipment provided to them, which is approved for use and has valid inspections and certifications.
- 6.8. The Partner may request a dedicated Training for Participants who are its employees, associates, or persons providing services under civil law contracts, to be held at a location designated by the Partner.
- 6.9. The Partner is responsible for ensuring that the location designated for the Training meets the requirements previously specified by Rojam.
- 6.10. During Training held at a location designated by the Partner, Participants may use equipment provided by either Rojam or the Partner. If the equipment is provided by the Partner, the Partner must ensure that the equipment is approved for use and has valid inspections and certifications.

## **7. How does cancellation or rescheduling of Training work?**

- 7.1. Rojam has the right to cancel or reschedule the Training in the following cases:
  - 7.1.1. an insufficient number of Participants,
  - 7.1.2. unavailability of the Instructor who is to conduct the exam during the scheduled Training dates,
  - 7.1.3. other reasons beyond Rojam's control that make conducting the Training impossible.
- 7.2. In the event of Training cancellation for the reasons mentioned above, Rojam will refund the full deposit.

- 7.3. If the Participant withdraws from the Training during its course for reasons beyond Rojam's control, Rojam retains the right to the full Training Fee.
- 7.4. Such reasons beyond Rojam's control include in particular:
- 7.4.1. concealment of acrophobia, or discovering fear of heights during the Training,
- 7.4.2. discovering a lack of aptitude or willingness to perform height-related exercises during the Training.
- 7.5. Rojam has the right to exclude a Participant from further participation in the Training while retaining the right to the full Training Fee if the Participant:
- 7.5.1. attends the Training under the influence of intoxicants (including alcohol or drugs),
- 7.5.2. behaves in a way that makes it impossible to conduct the Training properly or safely, or poses a threat to the health or life of other Participants or the Instructor.
- 7.6. A Participant who is a Consumer and has registered for the Training remotely (electronically) or outside the business premises has the right to withdraw from the Training agreement within 14 days from the date of its conclusion, without providing any reason.
- 7.7. The Consumer may exercise this right by sending a withdrawal statement in any form, in particular using the template form attached as Annex 2 to the Consumer Rights Act. If the withdrawal statement is submitted electronically, it should be sent to: szkolenia@rojam.eu and should include: the Participant's personal details, email address, correspondence address, a statement of withdrawal, identification of the specific Training, and the date of registration for the Training.
- 7.8. Rojam will confirm receipt of the withdrawal statement immediately upon receiving it via email.
- 7.9. If a Consumer exercises the right of withdrawal after consenting to the commencement of services before the withdrawal period ends, they are obligated to pay for the services provided up to the point of withdrawal.

## **8. Electronic Services**

- 8.1. Rojam provides free and voluntary electronic services, including browsing information published on the Website, access to a registration form for Training, and a contact form.
- 8.2. The registration form is provided to enable enrollment in Training. The service is free of charge and one-time in nature. It ends immediately after the order (registration) is placed.
- 8.3. The contact form allows users to send messages to Rojam. Resignation from the service is possible at any time and simply involves ceasing to send inquiries to Rojam.
- 8.4. The minimum technical requirements for using the Website are:
- 8.4.1. an Internet connection,
- 8.4.2. an electronic device with Internet access,
- 8.4.3. a web browser capable of displaying the Website,
- 8.4.4. an email address (to submit the training and contact forms).
- 8.5. Rojam makes every effort to ensure the Website operates smoothly across popular browsers and device types.

## **9. Can I file a Complaint?**

- 9.1. Participants may file complaints regarding services provided by Rojam (including electronic services and Trainings) via email to: szkolenia@rojam.eu. The right to file a complaint applies only to Participants who are Consumers.
- 9.2. A complaint should include at least: identification of the Participant, a description of the concerns regarding the service, and an indication of the Training or service the complaint refers to.
- 9.3. Rojam will review complaints within 14 calendar days from receipt. The Participant will be informed of the outcome via email sent to the address provided in the complaint.
- 9.4. After reviewing the complaint, Rojam will inform the Participant whether it:
  - 9.4.1. accepts the complaint in whole or in part and provides a proposed form of compensation,
  - 9.4.2. rejects the complaint.
- 9.5. With regard to Partners or Participants who are Entrepreneurs, Rojam is not liable for lost profits or indirect damages related to the agreement between the Partner or Participant and Rojam. Rojam's liability is limited to the total amount of the paid Price.
- 9.6. Conducting a Training is an obligation of due diligence, not an obligation of result.
- 9.7. Rojam is not liable for failure to perform or improper performance of its obligations if such failure results from circumstances beyond its control, despite exercising due diligence (force majeure)

## **10. How Does Rojam Process Personal Data?**

- 10.1. The rules for processing personal data of Partners or Participants in connection with participation in a Training are presented below in the GDPR information clause.
- 10.2. The rules for processing personal data of Partners or Participants who browse the Website are outlined in the Privacy Policy.

## **11. Dispute Resolution with Consumers**

- 11.1. Detailed information regarding the possibility for the Participant, acting as a Consumer, to use out-of-court complaint and redress procedures, as well as the rules for accessing these procedures, can be found at the offices and websites of district (municipal) consumer ombudsmen, consumer protection organizations, Provincial Inspectorates of Trade Inspection, and at the following websites of the Office of Competition and Consumer Protection (UOKiK):
  - 11.1.1. [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php)
  - 11.1.2. [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php)
  - 11.1.3. [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)
- 11.2. The Consumer, in particular, has the following options for out-of-court complaint and redress:
  - 11.2.1. to apply to a permanent consumer arbitration court, as referred to in Article 37 of the Act on Trade Inspection, with a request to resolve a dispute with Rojam.

- 11.2.2. to apply to the provincial inspector of Trade Inspection, pursuant to Article 36 of the Act on Trade Inspection, with a request to initiate mediation proceedings to amicably resolve the dispute.
- 11.2.3. to receive free assistance in resolving a dispute between them and Rojam, including help from the district (municipal) consumer ombudsman or a consumer protection organization (such as the Consumer Federation or Polish Consumers Association).
- 11.3. The Participant who is a Consumer has the right to use out-of-court methods of complaint and redress. To do so, they may submit a complaint via the EU online ODR platform available at: <http://ec.europa.eu/consumers/odr/>.

## **12. Can Rojam Change the Terms and Conditions?**

- 12.1. Rojam reserves the right to make changes to the Terms and Conditions. The Participant and the Partner are bound by the version of the Terms and Conditions in force on the date of registration for the Training.
- 12.2. Information about any changes to the Terms and Conditions will be posted on the Website.

## **13. Final Provisions**

- 13.1. These Terms and Conditions are effective as of [...].
- 13.2. In case of doubt, the applicable law for the performance of the Agreement is Polish law.
- 13.3. The Terms and Conditions are available in both Polish and English. In case of any discrepancies, the Polish version shall prevail.
- 13.4. A Participant or Partner who is an Entrepreneur may not transfer their rights or obligations under the Agreement to a third party without Rojam's prior consent in written or documentary form.
- 13.5. Any disputes between Rojam and a Participant or Partner who is an Entrepreneur arising from or related to the Agreement shall be resolved by the court having jurisdiction over the registered office of Rojam.

## **PRIVACY NOTICE**

The purpose of this document is to provide information regarding the processing of personal data by the Joint Controllers:

Rojam sp. z o.o., with its registered office in Gdynia, ul. Sanocka 14, 81-507 Gdynia, entered into the Register of Entrepreneurs under KRS number: 0000399548, NIP: 5862274465,

and

Rojam Safety Center sp. z o.o., with its registered office in Gdynia, ul. Sanocka 14, 81-507 Gdynia, entered into the Register of Entrepreneurs under KRS number: 0000824877, NIP: 5862352811,

hereinafter collectively referred to as Rojam.

For all matters related to the processing of personal data by Rojam, you can contact us via email at: [szkolenia@rojam.eu](mailto:szkolenia@rojam.eu).

### **What is the purpose and legal basis for processing personal data?**

In the case of natural persons, sole proprietors, or persons acting on behalf of other business entities, including commercial companies, we process personal data in order to correctly perform the contract (Article 6(1)(b) of the GDPR).

We also process personal data under a legitimate interest (Article 6(1)(f) of the GDPR), which includes ensuring the security of contract performance, pursuing potential claims, maintaining business relations, and conducting internal business analyses.

We may also process personal data due to applicable legal regulations, e.g. in relation to keeping accounting records or fulfilling tax obligations. The legal basis here is compliance with a legal obligation – Article 6(1)(c) of the GDPR and relevant accounting and tax laws.

### **How long do we process personal data?**

The data retention period depends on the legal basis for processing:

- when processing data for contract execution – for the duration of the contract and the limitation period for claims arising from it,
- when processing data based on legal obligations – as long as required by those regulations,
- when processing data under legitimate interest – for as long as the interest remains valid.

### **What is the source of the personal data?**

As a rule, we process personal data provided directly by the Partners or Participants during the contract execution, or obtained from public registers.

### **What personal data do we process?**

We may process the following data:

- identification data – such as name, surname, job title,
- contact details – such as phone number, email address,
- if necessary to verify eligibility or readiness for training, we may also process health-related data or past training history.

For proper contract execution and due to legitimate interest, we also process the image of Participants submitted in photos.

### **Who are the recipients of personal data?**

In the course of our business operations, we may share personal data with external recipients where necessary to provide high-quality services or fulfill legal obligations. This includes:

- i) subcontractors of Rojam under a separate cooperation agreement,
- ii) service providers (e.g. payment, accounting, legal, or digital services),
- iii) public authorities.

We do not transfer personal data outside the European Economic Area (EEA).

We do not use personal data for profiling.

### **What are your rights?**

Under the GDPR, you have the following rights:

- right to rectify data if it is incorrect,
- right to access your data, including obtaining a copy and details on processing,
- right to request data erasure in cases defined by the GDPR,
- right to request restriction of data processing,
- right to data portability,
- right to lodge a complaint with the relevant supervisory authority (President of the Personal Data Protection Office) if you believe the processing violates the law.

If you choose to exercise any of the above rights, we will make every effort and take all necessary actions to fulfill your request.