

Terms and Conditions

1. GLOSSARY

The designations used in these Terms and Conditions have the following meaning(s):

- 1.1. TRAINING – an educational and teaching event organised within the framework of Last Bastion Security activity. This activity is of a private nature – not open to members of the public, but dedicated to a specific group of registered participants (hereinafter referred to as “Training”).
- 1.2. PARTICIPATION – refers to the willing undertaking of the Training and the acceptance of these Terms and Conditions. Furthermore it is your acknowledgement of the inherent risks involved in Shooting activities, and your agreement to follow instructions given to you during said Training.
- 1.3. PARTICIPANT – a person who has performed the following actions:
 - 1.3.1. completed the relevant course application form(s)
 - 1.3.2. met the relevant prerequisite criteria of the selected course
 - 1.3.3. completed payment of course fees (in their entirety)
 - 1.3.4. provided the required supporting course documentation
 - 1.3.5. registered one’s presence during the first and each subsequent day of training
- 1.1. VALID TRAINING INFORMATION – the Organiser confirms that all relevant data concerning the event shall be current and available in writing either on the website www.lastbastion.pl or via email prior to the commencement of training.
- 1.2. ORGANISER – Last Bastion Security.
- 1.3. LEGAL PROVISIONS – the provisions generally applicable in the Republic of Poland, including the provisions of signed contracts, conventions, agreements and other legal documents.

2. GENERAL PROVISIONS

- 2.1. These General Terms and Conditions apply to all relations between the Organiser and the Participant. They are also applicable in part to the Participant(s), the Organiser and any person who should be present on the premises by virtue of the Participant(s)
- 2.2. Accordingly, the Participant undertakes to inform all such persons of the provisions set out herein which are applicable to said person(s) and shall be jointly and severally liable for any damage of any nature whatsoever which might be incurred by the Organiser in the event of failure of such persons to comply with these provisions
- 2.3. Any/all registration(s) booking(s) made by the Participant for any Training shall imply the full and unreserved acceptance by the latter to these General Terms and Conditions
- 2.4. No terms or conditions to the contrary may be invoked against the Organiser if the Participant has not formally submitted such terms and conditions in writing to the Organiser and only then, with the express written confirmation of the acceptance of and modified terms and conditions, shall the General Provisions laid out within take effect
- 2.5. Any modifications and/or additions to the Terms and Conditions contained within this document must be set out in writing and accepted by both of the Parties, prior to them taking effect
- 2.6. Any leeway granted in the event of failure to comply with these General Terms and Conditions and/or the Contract between the Organiser and the Participant shall not in any event be deemed to constitute a waiver from the application of these terms and conditions and the general provisions, irrespective of how often or for how long such leeway is granted.

3. TERM

- 3.1. This agreement shall take effect on the date specified as the respective course start date and shall expire on the day after the final day of the Training event, unless it is otherwise extended by way of agreement of both parties or terminated prior to this date, in accordance with the terms and conditions of the course
- 3.2. The agreement may be extended by the Participant, for a period of up to 1 month by giving not less than 10 Working Days' notice in writing to the Organiser prior to the expiry date. The terms and conditions of the Agreement shall apply throughout any such extended period

4. RULES FOR TRAINING PARTICIPATION

Rules for the Training participation shall be as follows:

- 4.1. Registration of the Training Participant on the website www.lastbastion.pl
- 4.2. Payment in the amount defined by the Organiser shall be made prior to the commencement of Training
- 4.3. Registration of one's participation at the beginning of the first day of Training
- 4.4. All pre-requisites are met by the participant prior to the commencement of Training
- 4.5. Supporting documentation is provided by the Participant to the Organiser prior to the commencement of Training
- 4.6. The Organiser shall confirm in writing, acknowledgement that that the pre-requisites have been met once the supporting documentation has been received and processed

COURSE PRE-REQUISITES and SUPPORTING DOCUMENTATION

- 4.7. Prior to the commencement of any course, the Participant must provide to the Organiser, proof of certain criteria concerning their eligibility for the Training. Due to the nature of the information contained within the course content, the Organiser must maintain due diligence and make every attempt to ensure that each Participant possesses suitable security clearance/suitability to receive such Training.
- 4.8. The Participant shall provide supporting documentation for **ALL** of the following Course Pre-requisites:
 - 4.8.1. Valid proof of the Participant's full name (Copy of a valid Passport)
 - 4.8.2. Valid proof of the Participant's age (all Participants must be over 18 years of age)
 - 4.8.3. Valid proof of the Participant's address (Copy of a valid Driving Licence)
 - 4.8.4. Current email and telephone contact details
 - 4.8.5. Completed Next of Kin form during the proposed course date(s)
 - 4.8.6. Completed the Waiver Release of Liability and Indemnity Agreement

5. METHODS AND TERMS OF REGISTRATION

- 5.1. Anyone interested in the training participation may register on the website www.lastbastion.pl
- 5.2. In order to register, the participant must provide the mandatory data and agree to these terms and conditions
- 5.3. The Organiser shall not be liable for damages/cancellation of training resulting from the provision of incomplete, incorrect or untrue data by the Participant
- 5.4. The Participant may not raise the issue that they have not been duly notified of any changes to the Training, if the data provided in the registration form was insufficient and contact has (as a result) been rendered impossible
- 5.5. The Organiser shall be entitled to refuse to accept any registration sent in an e-mail form, if the application misses the necessary data mentioned in section(s) 2 and 3 of these Terms And Conditions or in the event that they are for any reason not legible

- 5.6. The Organiser shall not be obliged to contact an applicant in order to complete any missing or inaccurate data
- 5.7. The Organiser reserves the right to close any ongoing application for training, during the registration process at any time without providing any explanation to the Participant

6. PAYMENT OF THE COURSE FEES

- 6.1. The Organiser shall accept payments from registered Participants in the form of a bank transfer to the following account. Please note that this is a GBP (£) account, so please ensure that you pay in GBP currency (NOT in the PLN equivalent).

Recipient name: LAST BASTION

Bank name: ALIOR BANK

SWIFT Code: ALBPPLPW

Account number: PL 60 2490 0005 0000 4000 3879 5760

Bank Address: ALIOR BANK
UL. LOPUSZANSKA 38D
02-232 WARSZAWA

When making any payment, please ensure that you include in the title or notes of the transfer, **your full name, selected course** and **course start date** to enable us to identify you as having paid.

- 6.2. The Participant shall be obliged to provide their identification data, as well as the training name and proposed course dates in the transfer title of any bank transfer(s)
- 6.3. Details required for bank transfer(s) can be found on the website www.lastbastion.pl
- 6.4. The Organiser shall accept pre-payment based on the pro forma invoice delivered to the Participant via electronic mail to the address provided during the registration
- 6.5. The Organiser shall not be held responsible or liable in any way, if the bank transfer description/title does not enable adequate identification of the Participant (the minimum required data includes the Participant's full name, the proposed course title and start date.)
- 6.6. The Participant shall be obliged to maintain proof of payment and produce it (if requested) prior to the start of Training in the event of any doubts
- 6.7. The Organiser reserves the right to refuse a person showing proof of payment, in any case where the Participant fails to meet the pre-requisite criteria for Training mentioned in section(s) 3 and 4 of these Terms and Conditions, or fails to produce the Supporting Documentation to adequately prove said pre-requisite criteria
- 6.8. At the Participant's request, an invoice shall be issued upon the training completion and sent to the indicated e-mail address or previously registered correspondence address
- 6.9. The Organiser reserves the right to introduce/implement changes to the training content or to the Training schedule at any point and will not be required to provide a reason to the Participant

7. TRAINING CANCELLATION

- 7.1. The Organiser reserves the right to change the date or cancel the training up to seven days prior to its commencement without giving any reason
- 7.2. In the event of the occurrence of the circumstances defined in section 7.1 the Organiser shall be obliged to notify all registered Participants
- 7.3. Notification of any changes to the Training Program or cancellation shall occur via **ONE** or more the following means:

- 7.3.1. Sending all relevant information to the Participant via e-mail to the previously registered e-mail address
 - 7.3.2. Informing the Participant by phone via the previously registered phone number
 - 7.3.3. Publishing the relevant information on the website with the training description
- 7.4. In the event of the occurrence of the circumstances defined in section 7.1 the Participant shall have the right to choose from the following options concerning the reimbursement of any/all course fees already paid:
- 7.4.1. Reimbursement of 100% of the paid fee back into the bank account from which it was made
- or
- 7.4.2. Keeping the paid fee in the Organiser's account to be credited towards the Participant's attendance in an identical course, provided by the Organiser at a later date (in this case, the Organiser and Participant shall agree in writing, the planned training date(s) prior to any further action being carried out.)

8. RESIGNATION FROM PARTICIPATION IN TRAINING

- 8.1. The Participant may resign from participation in training at any time
- 8.2. The Participant's resignation from the participation in Training must be made in writing (mail, e-mail)
- 8.3. In the event of a Participant's resignation from Training, depending on the amount of notice given to the Organiser by the Participant, the following shall apply:
 - 8.3.1. In the case of having over 28 days prior to the Training commencement, the Participant may demand reimbursement of up to 100% of the fee paid for the Training participation
 - 8.3.2. In the case of having less than 28 days but more than 21 days prior to the Training commencement, the Participant may demand reimbursement of up to 50% of the fee paid for the Training participation
 - 8.3.3. In the case of having less than 21 days but more than 7 days prior to the Training commencement, the Participant may demand up to 25% of the course fee for the Training participation
 - 8.3.4. In the case of having less than 7 days prior to the Training commencement, the Participant shall be obliged to pay 100% of the course fee
 - 8.3.5. Regardless of the resignation date, provided both the Organiser and Participant agree, it **may** be possible to re-allocate unused paid fees to be credited towards the Participant's attendance in an identical course, provided by the Organiser at a later date (in this case, the Organiser and Participant shall agree in writing, the planned training date(s) prior to any further action being carried out, such an arrangement shall be valid only once, if the Participant cancels their participation in any re-arranged Training a further time, then provisions of section "6c.iv" shall come into force)
- 8.4. In any case of a resignation from participation in Training by any Participant, it is the general policy of Last Bastion Security to be as fair as possible. Where the Organiser is not responsible for the cancellation or resignation from Participation, they shall, without obligation make every effort to reimburse as much of the paid fee as possible
- 8.5. Any Participant's absence from the training (without any formal resignation) shall not entitle the Participant to demand reimbursement of any/all paid fee, in this case, the paid amount can not be re-allocated for use in later Training provided by the Organiser and the Participant shall be deemed as absent from the Training

9. CODE OF CONDUCT

The below principles shall concern the Participants' behaviour throughout the duration of the Training.

- 9.1. During the course in its entirety, all course Participant(s) shall be obliged to:
 - 9.1.1. Observe and comply with all procedural instructions of the Organiser's personnel
 - 9.1.2. Comply with fire regulations valid on the Training site
 - 9.1.3. Observe and comply with the ban on bringing alcohol to the Training site
 - 9.1.4. Smoke only in the designated smoking areas
 - 9.1.5. Observe and comply with the ban on participating in the Training under the influence of drugs or alcohol
 - 9.1.6. Comply with all instructions given by the course Instructor(s)
 - 9.1.7. Behave in the way consistent with the principles of community life
 - 9.1.8. Behave in a way as to NOT disrupt or impede other Student's participation in the Training
- 9.2. The Organiser reserves the right to remove from the Training, any Participant(s) who violate(s) the above Code of Conduct throughout the duration of the Training
- 9.3. Any Participant removed from Training as a result of violation to the items described in section 9.1 shall lose their right to continue participation in the Training without any reimbursement of any/all paid course fees or compensation of any kind
- 9.4. Participants shall be fully financially liable for any/all damages on the Training site/premises caused by not adhering to the site policy or by not following instruction(s) given during Training
- 9.5. The Organiser shall not be responsible, or held liable in any way, for any of the Participants' personal possessions that are lost, damaged, left unattended or stolen throughout the duration of the Training
- 9.6. Every Participant must immediately notify the Organiser's personnel of any/all situation(s) that may pose a threat to any other Participants' life or health
- 9.7. Every Participant must immediately notify the Organiser's personnel of any injury or health reason that may impede their ability to participate in the Training

10. COMPLAINTS

- 10.1. Any reservations of the Event Participants over the Organiser should be made in writing, by registered mail with confirmation of receipt or via electronic mail, to the address of the Organiser's registered office
- 10.2. Any such Complaints must be submitted no later than 14 days upon the training completion
- 10.3. Any complaints submitted after 14 days of the training completion, shall not be considered
- 10.4. Any received complaint shall be considered within 14 days upon the date of its receipt
- 10.5. The Participant shall be notified of acceptance or rejection of their complaint in writing, to the address provided in the registration form

11. FINAL PROVISIONS

- 11.1. Any disputes that may arise from the Training participation shall be resolved by the court competent for the Organiser's registered office
- 11.2. In any matters not governed herein, the provisions of the Civil Code shall apply
- 11.3. All personal data provided by the Participant shall be collected and processed pursuant to the Personal Data Protection Act of 29 August 1997 (Journal of Laws 133 of 29 October 1997, item 833)
- 11.4. Last Bastion Security having its registered office in Krakow, shall be the database administrator
- 11.5. The Participant shall be entitled to review and delete any provided personal data
- 11.6. The Organiser shall have the right to change the provisions hereof, any changes shall come into force as of the date of their publication on the website www.lastbastion.pl