

## TERMS & CONDITIONS OF TRAINING COURSE BOOKING AND THEIR PROVISION WITH SURVIVEX LTD

### 1. DEFINITIONS

"Buyer" means the person or entity making the Booking and/or named in the Confirmation Letter for whom the Seller has agreed to provide a training course or training courses to;

"Contract" means this contract for the provision of training course(s); and

"Seller" means Survivex Ltd, a company incorporated in Scotland with company number SC357717 and having its registered office at Survivex Ltd, Kirkhill Commercial Park, Dyce Avenue, Dyce AB21 0LQ.

### 2. COURSE BOOKING

The Seller can accept bookings for any of its training courses from the Buyer via the internet, on the Seller's website or by contacting the Seller by telephone or email. The Buyer's booking of a training course(s) (the "Booking") will be a contract between the Buyer and the Seller. Once a suitable date for the provision of the training course(s) has been agreed, the Seller will confirm the Booking details by means of sending the Buyer a confirmation booking letter ("Confirmation Letter") accompanied by the Seller's terms and conditions of the Booking. If the training course is to be delivered at the Seller's training centre, the Buyer will be sent joining instructions and a map. Included in the joining instructions will be details of any prerequisites and personal protective clothing that the Buyer and/or any delegates of the Buyer should bring with them. If the Buyer uses a purchase order system, the purchase order this must be issued to the Seller at the time of the Booking. The Contract shall come into existence on the earlier of either: the receipt by the Seller of a purchase order in relation to the Booking; or the day of the delivery of the Confirmation Letter by the Seller to the Buyer.

### 3. COSTING POLICY

The Confirmation Letter will contain details of the Booking, cost and any additional charges which may include (but shall not be limited to) the following:-

- a) VAT where applicable;
- b) If the training venue is located outside the Aberdeen city boundary then a mileage charge of 55p per mile (from the Seller's Training Centre in Dyce, Aberdeen, to the Buyer's specified training venue and back) shall be charged;
- c) Any travel expenses such as flights, accommodation, taxis, visas (and any associated fees and / or fines) etc. incurred in deployment to the Buyer's specified training venue;
- d) If the Buyer requests the Seller to organise flights, accommodation and/or visas etc., then a 10% handling shall be applied to such costs;
- e) If any overseas Buyers have an obligation to deduct withholding tax from the Seller's invoice, then this must be stated at the time of the Booking and it will be added to the Seller's agreed day rate. Under no circumstances shall the Seller be held responsible to pay any withholding tax on behalf of the Buyer;
- f) Any company induction required where training is carried out at a Buyer specified training venue, will be charged (at the quoted day rate) unless such training occurs on day of departure;
- g) If due to operational reasons at the Buyer specified training venue, the Seller's training instructor is sent home early, retained longer or delayed in transit, the full terms as stated on the Confirmation Letter plus any additional days will still be charged at the full day rate as agreed on the Confirmation Letter;
- h) Courier charges for the delivery of documents outside the United Kingdom;
- i) Additional copies of any certificates in relation to the training course(s) provided by the Seller will be charged at £22.50 plus VAT per certificate;
- j) Additional delegates not notified to the Seller at the time of the Booking; and
- k) If any delegate fails elements of the training course(s), and has to attend additional modules, then these will be charged for per module.

### 4. PAYMENT POLICY

4.1 The Seller's invoice(s) shall be paid by the Buyer under the payment terms stated in the Confirmation Letter or as agreed between the parties (without any set-off or deduction). The payment terms will vary for each Buyer but shall generally be as follows:-

- a) **Self-Sponsored Individuals and First Time Company Buyers** must pay the full training course fees prior to the commencement of the training course, payment will be accepted by credit/debit card, bank transfer or cash. This payment is non-refundable. For the avoidance of doubt, Self-Sponsored individuals are deemed to be undertaking the training course(s) for the purpose of work/business therefore the Consumer Protection (Distance Selling) Regulations 2000 do not apply.
- b) **Company Buyers (where the training is to be carried out offshore or overseas at the Buyer's specified training venue)** will be invoiced on day of the Seller's nominated Training Instructor's return to Aberdeen or as soon as possible after his or her return.
- c) **Company Buyers (where training is carried out at the Seller's Training Centre or at the Buyer's specified training venue within the UK)** will be invoiced on first day of training course commencement.

4.2 The Seller's invoices for conditions b) & c) above, under this payment policy, will become due for payment within 30 days from the invoice date. Overdue payments will incur an additional interest charge of 8% above the base rate of the Bank of England from time to time of the total outstanding amount from the due date until it is paid in full.

### 5. CANCELLATION POLICY

5.1 For the avoidance of doubt, working days are Monday to Friday inclusive. If the Buyer wishes to cancel the training course(s) then the Buyer must notify the Seller in writing of such cancellation, and cancellation charges will be calculated and invoiced to the Buyer on a sliding scale from the date the Seller receives the written cancellation notice as follows:

5.2 Where the training course is to be delivered at the **Buyer's premises onshore within the UK:**

- a) Less than 5 working days before the training course commencement the Buyer will be charged @ 50% of the total cost as stated in the Confirmation Letter;
- b) Less than 2 working days before the training course commencement the Buyer will be charged @ 75% of the total cost as stated in the Confirmation Letter; and
- c) Less than 24 hours before the training course commencement the Buyer will be charged @ 100% of the total cost as stated in the Confirmation Letter.

5.3 Where the training course is to be delivered at the **Buyer's premises offshore or onshore at an International location:**

## TERMS & CONDITIONS OF TRAINING COURSE BOOKING AND THEIR PROVISION WITH SURVIVEX LTD

- a) Less than 10 working days before the training course commencement the Buyer will be charged @ 50% of the total cost as stated in the Confirmation Letter, plus any costs incurred by the Seller under the Contract and as a result of the cancellation;
- b) Less than 7 working days before the training course commencement the Buyer will be charged @ 75% of the total cost as stated in the Confirmation Letter plus any costs incurred by the Seller under the Contract and as a result of the cancellation; and
- c) Less than 3 working days before the training course commencement the Buyer will be charged @ 100% of the total cost as stated in the Confirmation Letter, plus any costs incurred by the Seller under the Contract and as a result of the cancellation.

### 5.4 Where the training course is to be delivered at the **Seller's Training Centre:**

- a) Less than 5 working days before the training course commencement the Buyer will be charged @ 100% of the total cost as stated in the Confirmation Letter, but the Buyer will be able to reschedule the training course commencement date on one occasion only within 30 days of the original training course commencement date.
- b) Less than 2 working days before the training course commencement or Non-attendance of a delegate to a training course, the Buyer will be charged @ 100% of the total cost as stated in the Confirmation Letter and will not be able to reschedule the training course.

5.5 Should the Seller cancel or fail to perform any services or provide the training course(s) booked by the Buyer as a result of circumstances beyond its reasonable control, the Seller shall have the option to reschedule the performance of such services and/or to provide the training course(s) booked by the Buyer on a date to be agreed between both parties or refund any payment paid to the Seller by the Buyer in respect of any services or training courses not performed by the Seller.

5.6 The Seller shall not be liable to the Buyer or be deemed to be in Breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations under the Contract should such delay or failure be caused or contributed to by the Buyer and/or any of the Buyer's delegates.

## 6. BUYER RESPONSIBILITY RELATING TO CONFIRMATION TRAINING BOOKING AGREEMENT AND JOINING INSTRUCTIONS

6.1 The Buyer must ensure that the Buyer and any delegate of the Buyer who is to attend a training course at the Seller's training centre, receives, reads, understands and complies with all of the requirements contained in the joining instructions as detailed under this condition in order for the Seller to effectively deliver the training course(s).

6.2 The Seller shall have no liability to the Buyer for any loss, damage, costs, expenses or other claims for compensation arising from any materials or instructions supplied by the Buyer which are incomplete, incorrect, inaccurate, illegible out of sequence or in the wrong form or any other fault of the Buyer.

6.3 Conditions;

### **Health & Safety Policy including Statutory Regulations and Drugs and Alcohol:**

The health and safety policy, statutory Regulations and drugs and alcohol policy of the Seller is displayed at the Seller's training centre and is also available on request. Should the Buyer or any of the Buyer's delegates attending any training course fail to comply with such policies and statutory regulations or behave in a manner deemed unacceptable or inappropriate by the Seller (the Seller being the sole judge), the Seller will reserve the right to ask the Buyer or the Buyer's delegate(s) attending the course to leave or otherwise be removed from the Seller's premises with no right to attend the training course but still be bound to pay the total payment due to the Seller as stated in the Confirmation Letter or receive no reimbursement of any sums already paid by the Buyer to the Seller.

### **Punctuality:**

The Buyer will be informed of the training course start time and venue on confirmation of the Booking. Please aim to arrive at least 10 to 15 minutes prior to start time. If the Buyer and/or any of the Buyer's delegates arrive late they may not be able to participate in the training course and the Buyer will still be charged the full amount stated on the Confirmation Letter and where appropriate the Buyer will be notified if only the Buyer's delegates are attending.

### **Pre Attendance:**

Please read the Confirmation Letter and Joining Instructions carefully and ensure that the Buyer and any of the Buyer's delegates bring all necessary documents, clothing and PPE which is detailed in the joining instructions. Failure to do so may result in the Seller's refusal to allow the Buyer and/or any of the Buyer's delegates to attend the training course with the full amount stated in the Confirmation Letter being payable.

### **Pre requisites:**

The Buyer will be notified of any pre requisites in the Confirmation Letter and joining instructions, the Buyer must ensure that they forward all required documentation requested by the Seller in a timeous manner prior to the training course commencement. Failure to comply with the Confirmation Letter and joining instructions in any way may result in the cancellation of the training course with the full amount stated in the Confirmation Letter being payable by the Buyer.

### **Clothing and Personal Property:**

The Seller shall have no Liability to the Buyer or any of the Buyer's delegates attending the training course for any loss, damage, costs, expenses or claims for compensation for any personal property belonging to them. Lockers will be provided to all delegates attending training courses at the Seller's premises who cannot have personal items in their possession during the training course they are participating in.

### **Damage Liability:**

Any damage caused by the Buyer or any of the Buyer's delegates, employees, contractors and/or representatives to the Seller's premises and/or any of the facilities, furnishings and/or equipment of the Seller will be repaired and rectified by the Seller and will be invoiced to and paid for by the Buyer. Any damage

## TERMS & CONDITIONS OF TRAINING COURSE BOOKING AND THEIR PROVISION WITH SURVIVEX LTD

caused by any representative of the Seller to the Buyer's premises and/or any of the facilities, furnishings and/or equipment of the Buyer will be repaired and rectified by the Buyer and invoiced to and paid for by the Seller.

### **Car Park:**

The Seller accepts no responsibility for loss or damage of property or vehicles in the Seller's car park. The Buyer and / or Buyer's delegates park at their own risk.

### **Delegate Behaviour:**

Bad behaviour will not be tolerated during any training course or within the Seller's training centre. If the Buyer or any of the Buyer's delegates do not behave appropriately and/or reasonably in the Seller's sole opinion, they will be suspended from the training course or removed from the Seller's Training Centre. Should the Buyer or any of the Buyer's delegates be suspended from a training course or be removed from the Seller's Training Centre under this condition, the full sum stated in the Confirmation Letter will be payable by the Buyer.

### **Medical fitness:**

Due to the physical activity content in some of the training courses provided by the Seller, the Buyer must ensure that all delegates booked onto the training courses are medically fit before they attempt to participate in any training course. The Seller reserves the right to ask any delegate to complete a medical disclaimer form and to complete a series of reasonable physical and written tests in order to assess their fitness to attend any training course provided by the Seller. If the Buyer and/or any of the Buyer's delegates have a disability, the Buyer must notify the Seller at the time of the Booking, and the Seller will endeavour to overcome this to the best of its ability.

### **Language Translation:**

The Seller's training courses are generally conveyed in English language, if the Buyer and/or any of the Buyer's delegates attending the training course are not competent in understanding English language or literature, it is the Buyer's responsibility to Contact the Seller with the Buyer's concern at the time of the Booking. A translator can be hired by the Buyer at the Buyer's cost and such translator may accompany the Buyer and/or any of the Buyer's delegates on the training course but the translator will not receive a certificate of competency for attendance at any training event. Any changes to the Booking or to these conditions must be agreed in writing between the Seller and the Buyer. Any translator acting for any delegate must comply with these terms and conditions and the Buyer shall be responsible and liable for all the actions or failure to act by the translator as if the translator was one of the Buyer's delegates. HSE and STCW courses can only be delivered in English, and a translator cannot be used.

### **Special Requirements:**

The Buyer must specify any special requests such as dietary requirements, any disability or religious commitments to the Seller at the time of the Booking. If the Seller is not advised of these requests at the time of Booking then the Seller will not be liable for taking any of these requirements into consideration.

## **7. CONFIDENTIALITY**

The Buyer must not reproduce, copy, publish or sell any materials, information or documents supplied by the Seller to the Buyer or belonging to the Seller. Any materials, information or documents supplied to the Buyer is for the Buyer's personal use only.

## **8. LIABILITY**

8.1 The Buyer shall be responsible for and shall save, indemnify, defend and hold harmless the Seller from and against any and all loss, damages, liabilities, claims, judgments, decree awards, actions, costs and expenses arising in connection with the performance or non-performance of all obligations and liabilities required by law to be performed and borne in respect of any and all of any services and/or training courses supplied to the Buyer pursuant to the Contract, including without limiting the generality of the foregoing, Obligations and liabilities in connection with the termination of the Contract.

8.2 The Seller shall not be liable to the Buyer by any means of representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether or not caused by the negligence of the Seller, its employees, subcontractors or agents or otherwise) which arise out of or in connection with the provision of any services, training courses or their use by the Buyer, and in any case, the Seller's liability to the Buyer will not exceed the total amount paid by the Buyer to the Seller.

8.3 The Seller warrants to the Buyer that its training courses will be provided using reasonable care and skill and, as far as reasonably possible in accordance with the Confirmation Letter and instructions as agreed between the Seller and the Buyer.

8.4 The Seller accepts no responsibility for failure by or actions of a third party. Furthermore, where the Seller supplies, in connection with the provision of the training course(s) or any other services to the Buyer, any information provided by a third party, the Seller does not give any warranty, guarantee or indemnity in respect of such information.

## **9. INFORMATION CONFIDENTIALITY**

The Seller shall comply with 'The Data Protection Act 1998' (the "1998" Act) when processing any personal data within or out of its systems (as defined by the 1998 Act).

## **10. WEBSITE AND INTERNET SECURITY**

The Seller shall take reasonable precautions to ensure that any data provided by the Buyer through its website or by email is secure. The Buyer provides any data to the Seller through its website and/or by email at the Buyer's own risk on the understanding that any transmission of data through the internet is not entirely secure.

## **11. NON-SOLICITATION**

## **TERMS & CONDITIONS OF TRAINING COURSE BOOKING AND THEIR PROVISION WITH SURVIVEX LTD**

The Buyer acknowledges the investment made by the Seller in the training and development of staff to deliver the services under this contract. The Buyer will not make any current or future offer of employment, for a period of 12 months, to any member of the Seller's staff without prior written agreement of the Seller. Where a member of the Seller's staff accepts an offer of employment with the Buyer, then the Buyer will pay the seller such sum representing 100% of the annualised earnings of that employee including bonus payment while employed by the Seller. For the purpose of this clause reference to the Buyer includes any person or entity to which such person(s) is introduced to (directly or indirectly) by the Buyer including other group companies.

### **12. APPLICABLE LAW**

These conditions shall be deemed to have been made in Scotland and the construction, validity and performance of them shall be governed in all respects by Scottish Law.