

These terms and conditions shall apply to all Bookings made between 3t Training Services Limited and the Client and are binding between 3t Training Services Limited and the Client. They shall supersede and replace any Client terms and conditions, or previous contracts or Purchase Orders received for any goods or services.

If the parties to this contract agree any specific terms, those terms should be documented and a further contract should be drawn up containing those specific terms.

Where these terms and conditions are attached to or incorporated in a contract issued under an existing contract, the terms and conditions of that existing contract will overrule those of the later contract.

## 1. Basis of Contract

- 1.1. The Contract constitutes the entire agreement between 3t Training Services and the Client in relation to the provision to the Client of the Services. The Contract replaces any prior arrangements or agreements made between the Client and 3t Training Services relating to the subject matter hereof unless otherwise agreed to in writing between the Client and 3t Training Services and no amendment or variation to these terms or the Contract is permitted, except with the prior written agreement of 3t Training Services. The Client acknowledges that it is not relying on any statement, implied warranty or representation made by or on behalf of the Company other than those expressly set out in the Contract.
- 1.2. The Purchase Order shall be deemed to be accepted by 3t Training Services when 3t Training Services issues the Booking Confirmation. Upon issue of the Booking Confirmation by 3t Training Services, these terms shall govern the relationship and be incorporated into the Contract.
- 1.3. The Client shall ensure that the Delegate receiving the Services and undergoing the Training Course always fully complies with these terms.

## 2. Registration, Fees and Payment

- 2.1. For Services delivered at a 3t Training Services Training Centre, the Booking Confirmation shall detail the total Course Fee and any additional charges as per clause 3 below. All prices are payable in GBP Sterling, unless stated otherwise by 3t Training Services to the Client.
- 2.2. The delivery of the Services at the Client Premises may be quoted by 3t Training Services as a Training Instructor Day Rate or as rate per Delegate.
- 2.3. Where the Client requests 3t Training Services to provide the Services at Client Premises, 3t Training Services shall provide a written proposal to the Client detailing the cost of the Services and such proposal shall be valid for a period of thirty (30) days from the date of the proposal unless otherwise indicated in the proposal document.

- 2.4. The Booking Confirmation shall detail the total cost of the delivery of the Services at the Client Premises and any additional charges as per clause 3 below. All prices are payable in GBP.
- 2.5. All amounts payable by the Client are exclusive of amounts in respect to added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by 3t Training Services to the Client, the Client shall, in receipt of a valid VAT invoice from 3t Training Services, pay to 3t Training Services such additional amount in respect of VAT as are chargeable on the supply of Services at the same time the payment is due for the supply of the services.
- 2.6. If the Client is required by law to make any deduction or withholding for any taxes from any payment due hereunder to 3t Training Services, then the gross amount payable by the Client to 3t Training Services will be increased so that 3t Training Services receives and amount that is no less than 3t Training Services would have received, had no such deduction or withholding been made.
- 2.7. Clients making a Booking for the first time shall pay the full Course Fee plus VAT and any additional charges at the time the Booking is made. Payment can be made electronically to 3t Training Services' nominated bank account, by credit/debit card or by cash.
- 2.8. Clients with a Client Account will be issued with an invoice on the first day of the Services commencement and such invoice shall be payable, without any set-off, counterclaim, withholding or deduction, within thirty (30) days from the date of the invoice.
- 2.9. Without prejudice to any other right or remedy that it may have, if the Client fails to pay 3t Training Services on the due date, interest on the amount owing from the due date until payment is made shall be due and payable at a rate of 4% above the Bank of England's base rate from time to time.
- 2.10. Unless specifically agreed otherwise in writing by 3t Training Services, 3t Training Services reserves the

right not to issue course certificates until payment of the relevant invoice has been received from the Client.

2.11. In certain circumstances 3t Training Services may be able to arrange finance for individuals looking to make a Booking for a Training Course more than £280.00. The finance is provided by a third party and is subject to status. Full terms and conditions relating to the finance offer under this clause 2.11 are available on request.

2.12. In certain circumstances, and where a Training Course is less than 5 days duration, 3t Training Services may allow an individual to provisionally book a Training Course by paying a deposit of £50.00 or 25% of the Training Course value (whichever is greater) but the remaining balance must be received by 3t Training Services at least five (5) clear Business Days prior to the Training Course commencement date. If the balance payment is not received within this period, then the Training Course booking may be cancelled with the deposit payment being retained by 3t Training Services.

2.13. In certain circumstances, and where a Training Course is more than five (5) days duration, 3t Training Services may allow an individual to provisionally book a Training Course by paying a deposit of 50% of the Training Course value but the remaining value must be received by 3t Training Services at least five (5) clear Business Days prior to the Training Course commencement date. If the balance payment is not received within this period, then the Training Course booking may be cancelled with the deposit payment being retained by 3t Training Services. For the avoidance of doubt, this clause 2.13 shall only apply to Training Course bookings which are made more than four (4) weeks in advance of a Training Course commencement date.

2.14. All deposit payments referred to in clauses 2.12 and 2.13 are non-refundable or transferable other than in exceptional circumstances which shall be determined at the sole discretion of 3t Training Services.

### 3. Additional Costs

- 3.1. The Booking Confirmation will detail the cost of the Services and any additional charges. Such additional charges may include, but shall not be limited to, the following:
- 3.1.1. courier charges for the delivery of certificates outside of the United Kingdom;
  - 3.1.2. awarding body accreditation fees (e.g., OPITO, GWO, IWCF etc.);
  - 3.1.3. 3t Training Services equipment day rate (if applicable);

3.1.4. any travel expenses such as visas, taxis, flights, accommodation, mileage, plus any agreed mark up (if applicable);

3.1.5. withholding tax; or

3.1.6. courier charges for the delivery of 3t Training Services equipment to the Client Premises (if applicable).

3.2. Should the Client require the Training Instructor to attend a Client specific induction prior to embarkation to the Client Premises, 3t Training Services shall charge the Training Instructor Day Rate if such induction falls out with the scheduled training and travel days.

### 4. Cancellations and Termination

#### At a 3t Training Services Training Centre:

- 4.1. If the Client wishes to cancel a Booking, the Client must notify 3t Training Services in writing of such cancellation and the following cancellation charges will be applied if the Training Course is cancelled:
- 4.1.1. five (5) or more Business Days prior to the Services commencement date, no charges will be applied;
  - 4.1.2. between four (4) and three (3) Business Days prior to the Services commencement date, 3t Training Services will allow the Client to make one free name change or to amend the Booking to an alternative date or time within a thirty (30) day period of the original Services commencement date. Once a Booking has been moved from its original commencement date under this clause any subsequent amendments will be subject to an additional administrative fee which will be advised at the time of rescheduling. If an alternative date cannot be agreed under this clause, full cancellation charges will be applied;
  - 4.1.3. two (2) or less Business Days before the Services commencement date, full charges will be applied.
- 4.2. Where a Delegate fails to turn up for Training Course (where notice to cancel under clause 4.1 above has not been provided) for whatever reason (a "No-Show"), full charges will be applied, and the Client shall not be entitled to a free of charge re-booking under clause 4.1.2 above.

#### At Client Premises:

4.3. If the Client wishes to cancel a Booking, the Client must notify 3t Training Services in writing of such cancellation and the following cancellation charges will be applied:

**Client Premises – onshore within the UK:**

- 4.3.1. five (5) Business Days or less, prior to the Mobilisation Date, the Client will be charged fifty per cent (50%) of the total cost as detailed in the Booking Confirmation;
- 4.3.2. two (2) Business Days or less, prior to the Mobilisation Date, the Client will be charged seventy-five per cent (75%) of the total cost as detailed in the Booking Confirmation; and
- 4.3.3. twenty-four (24) hours or less prior to the Mobilisation Date, the Client will be charged one hundred per cent (100%) of the total cost as detailed in the Booking Confirmation.

**Client Premises - onshore at an international location or a global offshore location**

- 4.3.4. ten (10) Business Days or less, prior to the Mobilisation Date, the Client will be charged fifty per cent (50%) of the total cost as detailed in the Booking Confirmation, plus any costs incurred by 3t Training Services because of the cancellation;
  - 4.3.5. seven (7) Business Days or less prior to the Mobilisation Date, the Client will be charged seventy-five per cent (75%) of the total cost as detailed in the Booking Confirmation, plus any costs incurred by 3t Training Services because of the cancellation;
  - 4.3.6. three (3) Business Days or less prior to the Mobilisation Date, the Client will be charged one hundred per cent (100%) of the total cost as detailed in the Booking Confirmation plus any costs incurred by 3t Training Services as a result of the cancellation.
- 4.4. Where, due to the Client's operational reasons at the Client Premises, the 3t Training Services Training Instructor is sent home earlier, retained longer, or delayed in transit, the full cost as detailed in the Booking Confirmation shall still be charged and any additional days shall also be charged at the Training Instructor Day Rate.
- 4.5. 3t Training Services reserves the right to cancel or postpone a Booking for health, safety, insufficient numbers, practical matters, and unexpected events beyond its control. In such an event, 3t Training

Services will give as much notice as possible to the Client, however this could be at short notice. 3t Training Services' liability to the Client for such cancellation shall be limited to a full refund of any payment made or, where available and acceptable to the Client, the transfer of the Booking to an alternative date.

- 4.6. 3t Training Services shall not be liable to the Client or be deemed to be in breach of these terms by reason of any delay, or any failure to perform any of its obligations under these Terms whereby such delay or failure to perform is caused by or contributed to by the Client or a Delegate.
- 4.7. **Individual Clients.** Notwithstanding any of the provisions of clause 4.1 above, where an individual Client has made an up-front payment, i.e. full payment has been made prior to the commencement of the Services and the Client serves notice to cancel a Booking under clause 4.1, full charges shall be applied and a refund shall not be made.
- 4.8. **Corporate Clients.** Without affecting any other right or remedy available to it, 3t Training Services may terminate these Terms and the provision of the Services with immediate effect, and without liability to the Client, if the Client:
  - 4.8.1. commits a material breach of any term of these Terms which is irremediable or (if such breach is remediable) fails to remedy that breach after being notified in writing by 3t Training Services to do so;
  - 4.8.2. suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
  - 4.8.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of its business other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of the business;
  - 4.8.4. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed; or

4.8.5. suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

## 5. Certification

- 5.1. A Delegate must complete all modules of the Training Course to the standard specified by 3t Training Services (and/or the accrediting body, where applicable) to receive certification. If a Delegate fails to complete one or more modules to the standard, then the Delegate will fail the Training Course and shall not be entitled to certification. In such an event, the Delegate will be labelled 'Not Yet Competent' or 'NYC.' An NYC delegate may have the opportunity to re-sit the failed course module(s) to attain certification. There will be an additional charge plus VAT for each module undertaken. The charge per module will depend on the course and the applicable accrediting body, to be notified by 3t Training Services to the Client.
- 5.2. If the failed module under clause 5.1 above forms part of an OPITO accredited course, the Delegate must undertake any re-sits within a three (3) month period from original Training Course commencement date. In all other circumstances, the number of re-sit attempts shall be governed by 3t Training Services in its sole discretion.
- 5.3. Where a Client requests a duplicate certificate, a charge (as determined by the relevant awarding body) will be applied per certificate.

## 6. Health and Safety

- 6.1. The Client shall ensure and shall procure that the Delegate always complies with the directions given by the 3t Training Services Training Instructor during the provision of the Services together with all applicable health and safety legislation, regulations, and policies always when at the 3t Training Services Training Centre. Additionally, the Delegate must conform to the 3t Training Services' Drugs and Alcohol policy at all times (a copy of the 3t Training Services Drugs and Alcohol policy is on display at the 3t Training Services Training Centre or can be provided on request).
- 6.2. If the Delegate fails to comply with 3t Training Services policies and any applicable statutory regulations or behaves in a manner deemed unacceptable or inappropriate by 3t Training Services (3t Training Services being the sole judge), 3t Training Services will have the right to ask the Delegate attending the Training Course to leave or otherwise be removed from the 3t Training Services Training Centre. In such circumstances, the Delegate will have no right to continue to attend the Training Course and the Client shall still be charged in the full for the Services

and shall not be entitled to reimbursement of any sums already paid to 3t Training Services.

- 6.3. 3t Training Services reserves the right to postpone or suspend the Services at any time if it considers there to be any risk to the health and safety of any person or risk of loss or damage to any plant, machinery, equipment, or material. In such circumstances, 3t Training Services shall seek to reschedule the Services.

## 7. Training Rules

### Delegate Behaviour and Suitability.

- 7.1. The Delegate must follow all instructions given by 3t Training Services personnel whilst at the 3t Training Services Training Centre. Inappropriate behaviour will not be tolerated at any time. If the Delegate does not behave appropriately, they will be suspended from the 3t Training Services Training Centre. Should a Delegate be suspended from a Training Course or be removed from the 3t Training Services Training Centre under this condition, the full cost of the Services will still be payable by the Client.
- 7.2. 3t Training Services reserves the right to ask a Delegate attending a Training Course to leave or otherwise be removed from the 3t Training Services Training Centre for whatever reason. In this event, the Delegate will have no right to attend / continue to attend the Training Course and the Client will not be charged for the Services / a full refund will be given where upfront payment has been made.
- 7.3. **Punctuality.** The Client will be informed of the Training Course commencement date and the commencement time within the Booking Confirmation. The Delegate must aim to arrive 10 to 15 minutes prior to the documented Training Course start time. If a Delegate arrives late, it shall be at the sole discretion of 3t Training Services as to whether that Delegate may still participate in the Training Course. Where a Delegate is not accepted onto a course due to being late, the Client will still be charged the full cost of the Services. The Client shall be informed as soon as possible of the Delegate's late coming and refusal on to the course.
- 7.4. **Pre-Attendance.** The Client and the Delegate must read the Booking Confirmation carefully. The Delegate will be required to bring all the necessary documentation, clothing, and PPE as detailed within the Booking Confirmation. Failure to do so may result in the Delegate being refused onto the Training Course.
- 7.5. **Prerequisites.** The Client shall be notified of any prerequisite requirements both at the time of booking

and within the Training Course joining instructions. The Client must ensure that they forward all required / requested prerequisite documentation to 3t Training Services at least two (2) Business Days prior to the Training Course commencement date. Failure to comply with prerequisite requirements and joining instructions may (at 3t Training Services' sole discretion) result in refusal of the Delegate on to the Training Course and the Client shall be charged the full cost of the Services. 3t Training Services shall bear no liability to the Client or Delegate for failure to comply with this clause 7.5.

clause 5 above, however no additional module charges shall be applied.

7.6. **Clothing and Personal Property.** 3t Training Services shall bear no liability to the Client or Delegate attending the Training Course for loss, damage, costs, expenses, or claims for compensation for any personal property belonging to a Delegate. At certain 3t Training Services Training Centres, lockers may be available to Delegates attending the 3t Training Services Training Centre (where lockers are available, please be advised that a refundable £1.00 coin is required to operate the lockers).

#### 8. Delegate Fitness

- 8.1. Due to the physical nature of some of the 3t Training Services Training Courses, the Client must ensure that the Delegate booked onto a Training Course is medically fit before they attempt to participate. If in doubt, it is recommended that the Client seeks appropriate medical advice prior to commencement of the Training Course.
- 8.2. 3t Training Services requires all Delegates to complete a Self-Declaration of Fitness Form and a Medical Disclaimer before commencing any Training Course. Failure by a Delegate to adhere to the instructions will result in the Delegate not being permitted to undertake the Training Course. In these circumstances, 3t Training Services will not refund any charges paid by the Client.
- 8.3. In the event that a Delegate declares they are medically unfit on the self-declaration of fitness form / Medical Disclaimer, the following shall apply:
- 8.3.1. if the Delegate declares they are medically unfit during the Training Course enrolment process, the Client will still be charged for the Services, however the Client shall be entitled to rebook the Training Course at a different date; or
  - 8.3.2. if the Delegate declares they are medically unfit at any time after the Training Course enrolment process, the full cost of the Services shall still apply. In this event the Delegate will be treated as an 'NYC' as per

#### 9. Client's Obligations where Services are at Client Premises

- 9.1. The Client shall provide 3t Training Services with all necessary:
- 9.1.1. cooperation in relation to these Terms; and
  - 9.1.2. access to such information, equipment, and premises as may be required by 3t Training Services to allow 3t Training Services to deliver the Services at the Client Premises; and
  - 9.1.3. obtain and shall maintain all necessary licences, consents, and permissions necessary for 3t Training Services and the 3t Training Services Training Instructor to deliver the Services at the Client Premises.
- 9.2. The Client shall take full responsibility for the adequacy, stability, and safety of all its operations at the Client Premises.

#### 10. Language Translation

The Training Course will be delivered in English. If the Delegate attending the Training Course is not competent in the English language (oral and written), it is the Client's responsibility to advise 3t Training Services at the time of booking and raise this issue and any concerns. In such an event, 3t Training Services will allow the Client to organise a translator (at the Client's cost) to accompany the Delegate during the Training Course. In such an event, the translator will not receive certification. Any translator acting for the Client must abide by these Terms and the Client will be responsible and liable for all actions or failure to act by the translator. STCW and HSE accredited courses must be delivered in English and a translator will not be accepted.

#### 11. Special Requirements

The Client must specify any specific requirements at the time of booking, e.g., dietary, disability, religious etc. If these are not made known to 3t Training Services at the time of booking, then 3t Training Services will not be responsible or liable for any failure to meet these requirements at the time of the delivery of the Services.

#### 12. Car Park

3t Training Services accepts no responsibility for loss or damage to Client or Delegate vehicles whilst parked in the 3t Training Services car park, the Client and /or the Delegate parks at their own risk.

#### 13. Liability

13.1. The Client shall be responsible for and shall save, indemnify, defend, and hold harmless the 3t Training Services Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

13.1.1. loss of or damage to the property of the Client Group arising from, relating to or in connection with the performance or non-performance of these Terms;

13.1.2. personal injury including death or disease to the Client Group arising from, relating to or in connection with the performance or non-performance of these Terms;

13.1.3. personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client Group. For the purposes of this clause 13.1.3 "third party" shall mean any party which is not a member of the Client Group or the 3t Training Services Group.

13.2. 3t Training Services shall be responsible for and shall save, indemnify, defend, and hold harmless the Client Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

13.2.1. loss of or damage to the property of the 3t Training Services Group arising from, relating to or in connection with the performance or non-performance of these Terms;

13.2.2. personal injury including death or disease to the 3t Training Services Group arising from, relating to or in connection with the performance or non-performance of these Terms;

13.2.3. personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the 3t Training Services Group. For the purposes of this clause 13.2.3 "third party" shall mean any party which is not a member of the 3t Training Services Group or the Client Group.

13.3. All of the indemnities given above, save for 13.1.3, 13.2.3 and clause 13.7 below, shall apply irrespective

of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim under delict, contract or otherwise at law.

13.4. Notwithstanding the above, nothing in these Terms shall limit or exclude the liability of 3t Training Services for the death of or personal injury to an Individual Client as a result of the negligence of 3t Training Services.

13.5. Except in respect of personal injury or death caused directly by the negligence of 3t Training Services under clause 13.4 above, 3t Training Services' total liability to the Individual Client in respect of any claim arising from, relating to or in connection with the performance or non-performance of these Terms shall be limited to the total fees paid for the Training Course.

13.6. Nothing in these Terms shall limit or exclude the liability of 3t Training Services for any damage or liability incurred by the Client Group as a result of fraud or fraudulent misrepresentation by 3t Training Services.

13.7. Subject to clauses 13.1, 13.2, 13.4 and 13.6:

13.7.1. 3t Training Services shall have no liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with these Terms; and

13.7.2. 3t Training Services' total liability to the Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms shall be limited to the total fees paid for the Services.

#### **14. Data Protection and Data Processing**

14.1. Both 3t Training Services and the Client will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation. In this clause 14, Applicable Laws means (for so long as and to the extent they apply to 3t Training Services) the law of the European Union, the law of any member state of the European Union and /or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

14.2. The Client and 3t Training Services agree that 3t Training Services is permitted to hold personal information about the Delegate as part of its records

and 3t Training Services may process such information as part of its business to provide the Services under these Terms. The Client and 3t Training Services acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and 3t Training Services is the data processor. The processing activities will take place as long as the Services are provided under the Contract unless law or other statutory requirements require longer storing or processing.

14.3. Without prejudice to the generality of clause 14.1, the Client will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to 3t Training Services for the duration and purposes of the Contract.

14.4. Without prejudice to the generality of clause 14.1, 3t Training Services shall, in relation to any personal data processed in connection with the performance by 3t Training Services of its obligations under the Contract:

14.4.1. process that personal data only on the documented and written instructions of the Client which are set out in Appendix B or unless 3t Training Services is required by Applicable Laws to otherwise process that personal data. Where 3t Training Services is relying on Applicable Laws as the basis for processing personal data, 3t Training Services shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit 3t Training Services from so notifying the Client;

14.4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of

the technical and organisational measures adopted by it);

14.4.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

14.4.4. not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

14.4.4.1. the Client or 3t Training Services has provided appropriate safeguards in relations to the transfer

14.4.4.2. the data subject has enforceable rights and effective legal remedies;

14.4.4.3. 3t Training Services complies with its obligations under the Data Protection Legislation providing an adequate level of protection to any personal data that is transferred; and 3t Training Services complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;

14.4.4.4. assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

14.4.4.5. notifies the Client without undue delay on becoming aware of a personal data breach; and

14.4.4.6. maintain complete and accurate records and information to demonstrate its compliance with this clause 14.

14.5. The Client agrees that 3t Training Services may disclose such personal data to third parties only if and to the extent that such disclosure is, in 3t Training Services' view, required for the proper conduct of its business, such as disclosure to a Training Course awarding body (e.g. OPITO, SQA, STCW etc.), to ensure the proper registration of Training Course results and issue of Training Course certificates. 3t Training Services confirms that it has entered or (as the case

may be) will enter with the third party into a written agreement on that third party's standard terms of business which 3t Training Services undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and 3t Training Services, 3t Training Services shall remain fully liable for all acts or omissions of any third party processing the Client's personal data appointed by it and pursuant to this clause 14.

14.6. 3t Training Services may, at any time on not less than thirty (30) days' notice, revise this clause 14 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

#### 15. Intellectual Property Rights

15.1. All Intellectual Property Rights used, created, or embodied in or arising out of or in connection with the Services shall be owned by 3t Training Services.

15.2. 3t Training Services shall provide certain Training Course Materials to the Delegate for their personal use and fulfilment of the Training Course only. The reproduction, distribution, modification, adaptation, translation or copying of the Training Course Materials (in whatever form) is prohibited without the prior written consent of 3t Training Services.

#### 16. Non-Solicitation

16.1. The Client acknowledges the investment made by 3t Training Services in the training and development of its employees to deliver the Services under these Terms. The Client agrees that it shall not make any current or future offer of employment, for a period of twelve (12) months from the date of the Booking to any employee of 3t Training Services without the prior written consent of 3t Training Services. Where an employee of 3t Training Services accepts an offer of employment as a result of solicitation by the Client, the Client agrees to pay to 3t Training Services a sum representing one hundred per cent (100%) of the annualised earnings of that employee whilst working for 3t Training Services.

16.2. The Client shall not be in breach of clause 16.1 above if they hire an employee of 3t Training Services as a result of a recruitment campaign not specifically targeted to any employees of 3t Training Services.

#### 17. General Provisions

17.1. **Force Majeure.** Neither the Client nor 3t Training Services shall be in breach of these Terms nor liable for any failure or delay in performance of its obligations (save for payment of the Services under to perform any of its obligations under the Terms if such

delay or failure result from events, circumstances or causes beyond its reasonable control.

17.2. **Severability.** If any provision or part-provision of these Terms becomes invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.

17.3. **Variation.** No variation of these Terms shall be valid unless agreed in writing and executed by both 3t Training Services and the Client.

17.4. **Waiver.** No waiver by either 3t Training Services or the Client of any provision of these Terms shall be binding unless expressly confirmed in writing. Further, any such waiver shall relate only to such matter, non-compliance, or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance, or breach.

17.5. **Survival of Clauses.** The terms of clauses 13,14, 15, 16, 17.2, 17.4 and 17.6 shall survive the termination of the Contract howsoever arising.

17.6. **Governing Law and Jurisdiction.** These terms and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English Law and both the Client and 3t Training Services agree that the courts of England and Wales shall have exclusive authority to settle any dispute which may arise out of or in connection with the terms of its subject matter.

#### 18. Definitions and Interpretation

In this agreement the following terms shall have the following meanings:

**3t Training Services:** the respective provider of the Training Course, being one of:

- a. Advanced Industrial Solutions Limited a company incorporated in England and Wales with company number 05982756 at Hurn View House, 5 Aviation Park West, Bournemouth International Airport, Christchurch, Dorset, BH23 6EW, England; or
- b. Survivex Ltd a company incorporated in Scotland with company number SC357717 Kirkhill Commercial Park, Dyce Avenue, Dyce, Aberdeen, AB21 0LQ; or
- c. Survivex TMS (Training Management Services) Limited a company incorporated in Scotland at Kirkhill Commercial Park, Dyce Avenue, Dyce, Aberdeen, AB21 0LQ,



in each case trading as "3t Training Services Training Service" and being the respective entity that receives the Purchase Order from the Client.

**3t Training Services Training Centre:** either:

- a. Newcastle at 3 & 4 Jupiter Court, Orion Business Park, North Shields, NE29 7SE, England; or
- b. Dyce at Kirckhill Commercial Park, Aberdeen, AB21 0LP; or
- c. Montrose at Forties Road, Montrose, DD10 9ET; or
- d. The Quay at Marine Training Centre, North Esplanade East, Aberdeen, AB11 5QD, in each case where the respective Services are delivered, or such other centre as notified by 3t Training Services;
- e. Unit 8 Siesta House, Newport South Business Park, Victoria Street, Middlesbrough, TS1 5QN;
- f. Vital Fire Solution, Service Training Centre, Bowburn, DH6 5AD; or
- g. Newcastle International Airport, Fire Training School Extension, Woosington, Newcastle upon Tyne, NE13 8AZ.

**Booking Confirmation:** the booking acceptance paperwork issued by 3t Training Services to the Client confirming the Delegate's participation on the Training Course. Such booking acceptance paperwork is inclusive of, but not necessarily limited to, the following bundle of documents: the Booking Confirmation; prerequisites; joining instructions; map; self-screening and enrolment forms, these Terms; and, if an OPITO course and the Learning Outcomes.

**Booking:** the booking of a place(s) on an 3t Training Services Training Course (or part thereof or any other service) which shall be delivered at the 3t Training Services Training Centre or at Client Premises and as specified on the Booking Confirmation.

**Business Day:** a day other than a Saturday or Sunday or public holiday in England when banks in London are open for business.

**Contract:** the agreement between 3t Training Services and the Client for the delivery of the Services in accordance with these terms.

**Course Fee(s):** the fee for the Services (excluding any accreditation, exam or other fees) to be paid by the Client to 3t Training Services. The Course Fee is inclusive of Training Course Materials, one original course certificate, a two-course lunch for the Delegate whilst on course at the 3t Training Services Training Centre (applicable to entire day courses only) and equipment and PPE (Personal Protective Equipment) (except any Delegate required PPE specifically stated as required within the Booking Confirmation). For the avoidance of doubt, a two-course lunch and equipment and PPE is only included if the Course Fee relates to a Training Course to be delivered at the 3t Training Services Training Centre and if the Delegate is on an all-day course.

**Client Account:** a credit account facility agreed in writing with 3t Training Services.

**Client Premises:** the delivery location of the Services specified by the Client which is not owned, leased or rented in by 3t Training Services or an 3t Training Services Group Company. Such Client Premises may be onshore within the United Kingdom, onshore at an international location or at a global offshore location.

**Client:** either:

- a. a partnership, corporation, limited liability company, limited liability partnership, joint venture, sole trader, association, trust, estate, unincorporated organisation, or a subdivision thereof or any other entity having legal capacity purchasing the Services; or
- b. an individual purchasing the Services.

**Data Protection Legislation:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Delegate:** the person (whether this be a Client director, officer, employee, agent, or consultant) receiving the Services and attending the Training Course.

**Group:** in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Mobilisation Date:** the scheduled date that the Training Instructor will travel to the Client Premises to deliver the Services.

**Purchase Order:** an order for the purchase of 3t Training Services' Services issued by the Client to 3t Training Services either orally via telephone or via email (or by any other means agreed between the parties).

**Services:** the Training Course delivered by 3t Training Services to the Client.

**Terms:** these terms and conditions hereunder for the provision of the Services by 3t Training Services or its Group.

**Training Course Materials:** means any materials provided as part of a Training Course including, but not limited to, manuals, copies of slides, hand-outs, logbooks, and other similar materials in whatever form.

**Training Course:** the training course or medical assessment detailed in the 3t Training Services training course directory as requested by the Client and as detailed in the Booking Confirmation.

**Training Instructor Day Rate:** the daily fee charged by 3t Training Services to the Client for the provision of the Services at Client Premises.

**Training Instructor:** the training instructor / assessor employed or engaged by 3t Training Services or any of its Group to deliver the Services.