

Terms and Conditions

1 Definitions

“Account” means a credit account facility agreed in writing with the Company;
“Certificate” means a document issued by the Company to the Registrant confirming that the Registrant has satisfactorily completed the Training Session; “Claim” means any cost, claim, expense, fines, penalties, judgements (including legal reasonable expenses), damage, loss, liability or rights of action;
“Company” means Petrofac Training Limited, a company registered in Scotland under Company Number SC179707, with its registered office at The Offshore Training Centre, Forties Road, Montrose, Angus, DD10 9ET;
“Consequential Loss” means (i) consequential or indirect loss under English Law; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i) and whether or not foreseeable at the Contract Start Date;
“Contract” means the agreement for the provision of a Training Session between the Company and the Customer in accordance with these Terms; “Contract Start Date” means the date the Registration Confirmation is sent to the Customer;
“Course Fee” means the full price or fee (but excluding any accreditation, exam or other fees) for a Training Session to be paid by the Customer to the Company;
“Customer” means either the company whose details are provided on the form at Registration (“Company Customer”), or where full and accurate company details are not provided, the individual whose personal details are included in the form at Registration (“Individual Customer”);
“Customer Care” means the Company’s dedicated customer care department, contactable at The Offshore Training Centre, Forties Road, Montrose, Angus, DD10 9ET, email address customer-care@petrofactraining.com;
“Force Majeure” means any cause beyond the reasonable control of either party (including without limitation strikes and/or lockouts, labour disputes external to the Company, and compliance with any law or governmental order, rule, regulation or direction of governmental agencies) provided that a lack of funds shall not constitute Force Majeure;
“Joining Instructions” means the documentation confirming all Registrant and Training Session details sent to the Customer by the Company as part of the Registration Confirmation;
“Party” means either the Customer or the Company and the “Parties” means the Customer and the Company together;
“Registrant” means the individual for whom Registration is completed and who will attend the Training Session;
“Registration” means completion of the booking process by the Customer, offering to make a booking on a Training Session;
“Registration Confirmation” means the confirmation sent by the Company to the Customer containing the Joining Instructions and confirming acceptance of the

Customer’s offer to make a booking;
“Terms” means these Terms and Conditions of Training – Catalogue Bookings;
“Training Session” means the session detailed in the Company’s course directory as requested by a Customer at Registration and as detailed in the Registration Confirmation;
“Training Session Materials” means any materials provided to the Customer by the Company at the Training Session, for example, manuals, copies of slides, handouts and other similar materials, in whatever form;
“Training Start Date” means the date on which the Training Session starts;
“Working Day/s” means a day or days on which banks are open for business as usual in Scotland.

2 General

These Terms (together with the Registration Confirmation) constitute the entire agreement between the Company and the Customer in relation to the provision to the Customer of a Training Session. The Contract replaces any prior arrangements or agreements made between the Customer and the Company relating to the subject matter hereof unless otherwise agreed to in writing between the Customer and the Company and no amendment or variation to these Terms or the Contract is permitted, except with the prior written agreement of the Company. The Customer 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.
If any provision of the Contract becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of the Contract shall not be affected. If the Company fails to enforce, or delays in enforcing, its rights or remedies under the Contract, such failure or delay shall not operate as a waiver of that right or remedy and shall not prevent the Company from exercising that right or remedy in the future.
The Contract is not intended to be for the benefit of any third party and shall not confer any rights on any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

3a Registration Process for Customers without an Account

A Customer without an Account must pay the Course Fee in full at Registration. The Course Fee may be paid by major credit and debit card, cash, bank transfer or cheque made payable to Petrofac Training Limited. Course Fees paid by cheque must be received by the Company at least 7 Working Days prior to the Start Date and funds cleared at least 72 hours before the Start Date. Joining Instructions will be issued once the Course Fee has been received in full by the Company. If a receipted invoice is required, the Customer should request this at Registration. The Company reserves the right to refuse attendance at a Training Session and/or withhold the issue of a Certificate and if payment is not

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made in full in accordance with this paragraph.

3b Registration Process for Customers with an Account

Customers with an Account must pay the Course Fee in full within thirty (30) days of the date of the Company's invoice. Joining Instructions will only be sent once the Company receives written confirmation from the Customer that includes an order or reference number enabling the Company to invoice the Customer for the Training Session.

If the Customer disputes in good faith, any part of the Company's invoice, the Customer shall pay any undisputed part within thirty (30) days of the date of the invoice. Subject to the foregoing, if the Customer fails to pay the Company any sum due and payable pursuant to these Terms, interest shall be due and payable on the outstanding amounts at the then current Royal Bank of Scotland plc annual base rate plus 3 per cent per annum, calculated pro rata from the due date for payment until the outstanding amount (together with accrued interest) is paid in full.

Where payment is not made in accordance with the terms of this paragraph, the Company reserves the right to withhold the issue of a Certificate or revoke Certificates that have been issued or, where a Training Session has not yet taken place, refuse attendance at the Training Session.

4 Value Added Tax

Course Fees (and any other associated costs) are quoted exclusive of VAT and any other taxes, which will be added and become payable as applicable.

5 Transfer Policy

Following receipt of the Registration Confirmation, the Customer may transfer a Registrant (subject to availability), to another Training Session on one occasion only up to 24 hours before the Training Start Date. The Customer shall send a written request to the Company marked for the attention of Customer Care, stating the original Registration details and the date of the Training Session to which the Customer wishes the Registrant to be transferred (which must be within 3 months of the original Training Start Date). If the Registrant cannot for any reason (including but not limited to failure to meet any stipulated medical or other requirements) attend the Training Session to which he or she has transferred, the terms of Clause 6 shall apply.

The Customer can nominate another person to attend the Training Session in place of a Registrant at any time up to 24 hours before the Training Start Date by sending a written notice to the Company marked for the attention of Customer Care, providing the details of the original Registration and of the proposed replacement registrant. The Company shall thereafter process the proposed transfer and send revised Joining Instructions to the Customer. The Company reserves the right to refuse training to any person who attends a Training Session in place of an original Registrant who has not been transferred in accordance with these provisions. This

will be treated as a cancellation by the Customer and the terms of Clause 6 shall apply.

6 "Cooling-off Period" and Cancellation Policy

An Individual Customer may cancel a Contract and receive a full refund by written notice to the Company marked for the attention of Customer Care, at any time within a period of seven (7) days from the Contract Start Date (or at any time before the Training Start Date where the Training Start Date is less than seven (7) days from the Contract Start Date) by notifying the Company in writing.

A Customer may cancel a Contract and receive a full refund by written notice to the Company marked for the attention of Customer Care, at least 14 days prior to the Training Start Date. However, (save as set out above) if a Contract is cancelled by a Customer less than 14 days prior to the Training Start Date, or if a Registrant fails to attend all or any part of a Training Session, the full Course Fee for the Training Session remains payable and no refund shall be given.

7 Cancellation by Company

Company reserves the right to cancel a Training Session for any reason upon provision of a minimum forty eight (48) hours written notice to the Customer. The Company shall use reasonable endeavours to reschedule the Training Session to a mutually acceptable date. In the event an alternative date is not available within three (3) months of the date of the cancelled Training Session, Company shall refund the value of any Course Fee received.

8 Data Protection

In this Clause 8, references to "personal data", "data subjects" and "data controller" are defined in the Data Protection Act 1998 (the Act). The Company shall comply with all relevant provisions of the Act and do nothing which causes, or may cause, the Company to be in breach of its obligations under the Act. In particular, to the extent that the Company acts as a data controller in respect of any personal data pursuant to these Terms, the Company shall only process such personal data to the extent necessary to enable it to fulfil its obligations under these Terms. Such processing, however, may include transferring this data to countries or territories outside the European Economic Area.

9 Intellectual Property Rights

All copyright, design rights and other intellectual property rights used, created or embodied in or arising out of or in connection with the Training Session, including the Training Session Materials remain the sole property of the Company and the Customer shall not and shall procure that the Registrant shall not dispute the ownership of such rights. Any materials and information (in whatever form and including the Training Session Materials) provided by the Company in connection with the Training Session shall not be copied, distributed or made available in whole or in part to third parties or re-used and shall be used only to enable the Registrant

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to properly participate in the Training Session. Subject to the aforementioned, Registrants are entitled to keep, for their own use only, any Training Session Materials provided to them. The Customer must procure however, that any other materials, in whatever format, issued to the Registrant are returned to the Company on the earlier of the completion of the Training Session or when requested by the Company. The Customer shall not and will procure that the Registrant shall not copy or otherwise reproduce in any form, any Training Session Materials or other materials provided by the Company without the Company's prior written consent.

10 Registrant Fitness

Where a Training Session requires proof of medical fitness to attend, it is the Customer's sole responsibility to ensure that the Registrant is in possession of a valid certificate that meets the Training Session prerequisites. The Company reserves the right to refuse training to any Registrant not in possession of current and applicable evidence of medical fitness. If a Registrant does not provide evidence of medical fitness, the terms of Clause 6 shall apply. For Training Sessions requiring physical activity, it is the Customer's sole responsibility to ensure that Registrants are physically fit and free from respiratory disorders or heart disease. The Company reserves the right to refuse to provide training to Registrants if it believes that they pose a safety risk.

11 Completion of Session

All aspects of the Company's Training Sessions must be completed to the specified standard(s) to receive certification. Should the Registrant successfully complete the Training Session, a Certificate will be issued. Should the Registrant fail to participate in any element of the Training Session, the Company will issue a letter of non-attainment to the Customer notifying them that a Registrant has failed to satisfactorily complete a Training Session. Where a Registrant is unable to complete a Training Session for any reason, the full Course Fee remains payable. In exceptional circumstances, should a Registrant provide, in the sole opinion of the Company, a valid reason for being unable to complete a Training Session, the Registrant may be given the opportunity to return and complete the uncompleted part of the Training Session within a 3-month period. The Company will advise additional fees associated with completion of an uncompleted Training Session and payment must be received in cleared funds at least 24 hours prior to recommencement of the Training Session.

12 Safety

During the Training Session, the Customer shall procure that the Registrant complies at all times with the directions given during the Training Session together with the Company's health and safety policies posted around the premises where the Training Session takes place. Any safety equipment and/or protective clothing which the Registrant is required to bring to the Training Session will be specified in the Joining Instructions and the Customer will provide this and ensure that it is fit for its required purpose.

The Company reserves the right to postpone or suspend a Training Session at any time if it considers there to be any risk to the health or safety of any person or risk of loss or damage to any plant, machinery, equipment or material. In such circumstances, the Company will seek to reschedule the Training Session to another date. The Company shall be entitled, in its sole discretion, if it deems it necessary in the interests of safety (whether to protect personnel, property or otherwise): (a) require a Registrant to leave a Training Session; (b) to refuse a Registrant entry to a Training Session. The Company shall have no liability to the Customer or Registrant for any action it may take in accordance with this Clause. Training Sessions are conducted in English and Registrants must be able to read and understand English. The Company reserves the right to refuse a Registrant admission to a Training Session if a Registrant cannot speak and understand English to the standard required by the Company.

13 Force Majeure

In the event that the Company is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, upon the Company giving notice and reasonably full particulars of such Force Majeure to the Customer within a reasonable time after the occurrence of the cause relied upon, the obligations of the Company, so far as they are affected by such Force Majeure, shall be suspended during but no longer than the continuance of the inability so caused and such further period thereafter as shall be reasonable in the circumstances. The Company shall use reasonable endeavours to eliminate the circumstances of Force Majeure relied on to enable it to resume the full performance of its obligations and minimise the effects of the circumstances of Force Majeure. If the Company is unable to provide any Training Session, or any part of any Training Session, by reason of Force Majeure, the Company shall be entitled to postpone or cancel that Training Session, or part of it. The Company shall use reasonable endeavours to reschedule the Training Session to a mutually acceptable date if possible.

14 Termination

The Company may terminate the Contract with immediate effect if the Customer materially breaches any of the provisions of the Contract and fails to remedy such breach (if capable of remedy) within such reasonable period as the Company specifies. Upon termination, the Customer shall immediately pay to the Company in full any outstanding monies due to it pursuant to the Contract. Upon termination by the Customer, the Company shall immediately furnish to the Customer the Certificate and/or any other items due to it pursuant to the Contract.

15 Warranty

The Company warrants that it shall carry out its obligations under the Contract with the due care and the skills to be expected of a reputable training provider.

16 Limitation of Company's Liability

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ia Company Customers

The Company will defend, indemnify and hold the Customer harmless against any Claim in respect of (i) any loss, damage or impairments caused to property belonging to or used by the Company or any of its directors, officers, employees, consultants, representatives, invitees, or agents ("the Company Group"); and (ii) any personal injury, death or illness of any member of the Company Group howsoever caused or arising in connection with the performance or non-performance of these Terms, notwithstanding the negligence or breach of duty of the Customer. The Customer will defend, indemnify and hold the Company harmless against any Claim in respect of (i) any loss, damage or impairments caused to property belonging to or used by the Company Customer or any of its directors, officers, employees, consultants, representatives, invitees or agents including without limitation the Registrant ("the Customer Group"); and (ii) any personal injury, death or illness of any member of the Customer Group howsoever caused or arising in connection with the performance or non-performance of these Terms, notwithstanding the negligence or breach of duty of the Company.

ib Subject to 16.ia

Company's total cumulative liability to the Customer in respect of any Claim arising from or relating to the performance or non-performance of these Terms shall be limited to the Course Fee.

ii Individual Customers

Except in respect of personal injury or death caused directly by the negligence of the Company, the Company's liability to the Individual Customer in respect of any Claim arising from, relating to or in connection with the performance or non-performance of the Contract, shall be limited to the Course Fee.

iii All Customers

Neither Party shall be liable to the other for Consequential Loss. Any exclusion or limitation of liability under the Contract shall exclude or limit such liability not only in contract but also in tort or otherwise at law.

17 Duplicate Certificates

The Company charges a fee of £15 per duplicate Certificate provided. Requests for duplicate Certificates must be made to the Company by the Customer in writing, marked for the attention of Customer Care and contain the name and Training Start Date of the Training Session; the Registrant's name and date of birth. Once the Company has received full payment in cleared funds, the duplicate Certificate will be issued.

18 Hotel Accommodation and Transport

A Customer with an Account may request that the Company book hotel accommodation and/or transport for Registrants for a fee of £40 per Registrant per Registration excluding the actual costs of any bookings with third parties (the Arrangement Fee). The Customer is responsible for settling its own account with any third party suppliers direct, unless otherwise agreed to in advance by the Company. If the Company agrees to settle third party supplier costs on the Customer's behalf, these costs shall be re-charged to the Customer, along with the Arrangement fee, the Course Fee and any other associated costs. For the avoidance of doubt, the Company will not be responsible for payment of any other costs associated with Registrants' travelling, accommodation, subsistence or other expenses.

19 Complaints Procedure

If the Company fails to comply with its obligations under the Contract, in particular its obligations under Clause 15, the Customer shall advise the Company in writing, marked for the attention of Customer Care, giving details of the reasons why it believes the Company has not complied with its obligations under the Contract. The Company shall acknowledge the Customer's complaint in writing within seven (7) Working Days of its receipt and thereafter, reply to the complaint in full within thirty (30) Working Days of its receipt. The Parties' day to day representatives shall use all reasonable efforts to resolve the complaint satisfactorily, however if the complaint is not resolved satisfactorily and amicably after such efforts, the Parties shall escalate the complaint to the Senior Management of the Company and Customer in an increased effort to resolve the complaint satisfactorily and amicably.

20 Applicable Law and Jurisdiction

The Contract, 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 each of the Parties agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract or its subject matter.