



SEA AND LAND TRAINING

SALT SERVICES BUSINESS TERMS AND CONDITIONS

1. Application

Unless specifically waived or otherwise agreed in writing between the parties, the following terms and conditions (“Terms and Conditions” or “Agreement”) shall apply to all registrations and agreements for training courses to be held on sites owned (including sites leased or otherwise occupied) by Sea And Land Training Services (SALT) or any of its associated branches or companies.

2. Registration and order confirmation

The booking of a place on a training course shall be deemed to be accepted upon written confirmation from SALT, including confirmation via the SALT Website.

Upon the booking of a training course, these Terms and Conditions shall govern the relationship between SALT and the Client. The Client shall procure that all persons (whether its employees, agents, consultants or subcontractors) attending a training course booked by the Client, or in the case of a self-sponsored client, (a “Participant”) shall act in accordance with and fully comply with these Terms and Conditions.

3. Fees and payment

The fees for standard training courses are set out in the SALT Services price list, which is available upon request and clearly displayed on the SALT Website and the STCW Direct Website.

Applicable fees shall be payable in (GBP) Great British Pounds.

All prices include UK VAT at the current rate of 20%.

The Client shall pay each invoice submitted to it by SALT Services, in full, and without withholding or deduction and in cleared funds, within 30 days of receipt of the invoice or as otherwise stated. Self-sponsored clients shall pay at time of booking – certificate issue depends on satisfactory payment arrangements being in place and SALT is the sole arbiter of what is a satisfactory arrangement.

Without prejudice to any other right or remedy that it may have, in the event of failure by the Client to pay SALT Services on the due date, SALT Services may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Bank of Scotland PLC, accruing on a daily basis and being compounded quarterly until payment is made.

SALT undertake to settle legitimate invoices, for services, goods and materials provided by others, within 30 days.

4. Cancellation policy

The client may give notice to SALT that it no longer requires a booking provided such notice is in writing. Where such notice is provided more than 14 days prior to course commencement, SALT shall refund to the client all monies paid in respect of such training course(s). If notice of cancellation has not been received more than 14 working days prior to commencement of the course or a participant fails to attend a training course for any reason whatsoever, all fees payable in respect of such course(s) shall remain payable to SALT and no refunds will be given.

SALT reserves the right to cancel, postpone or amend any training course for any reason whatsoever and in such event, SALT’s liability for such cancellation shall be limited to a full refund of fees paid or, where available and acceptable to the Client, transfer to a training course on an alternative date.

- Course cancellation more than 14 working days notice = Full refund given

- Course cancellation less than or equal to 14 working days notice = Full charges apply
- No show on day of course = Full charges apply

NB at SALT's discretion, forfeited monies may be used as credits towards future course bookings.

5. Course certification

A participant must complete all aspects of a training course to the standard(s) specified by SALT in order to receive course certification. If the participant fails to complete any element of a training course, the participant shall not be entitled to certification. Any matter relating to the provision of course certification shall be determined by SALT in its absolute discretion.

6. Duplicate certificates

Requests for duplicate certificates must be made in writing by the Client or Participant stating the relevant training course, date, Participant name and date of birth. A charge of £20 per copy certificate will be applicable. This fee must be paid in advance of the duplicate certificate being issued.

7. Accommodation

If requested and if available, SALT will assist the Client in providing information to Participants about local accommodation. SALT accepts no responsibility for the provision of such information and shall not be liable for any losses (direct, indirect, consequential or otherwise) arising from any such arrangements.

8. Health and safety

Course attendees shall, at all times during the training course:

- a) Act in full compliance with all applicable health and safety legislation, regulations and policies, paying particular regard to their responsibilities under the 1974 Health and Safety at Work Act
- b) Follow all instructions or directions given by SALT personnel
- c) Not be under the influence of, or in possession of, alcohol or illegal substances and materials.

If any Participant fails to act in accordance with the above requirements or is reasonably believed to have taken or used any illegal substances or alcohol, SALT may, in its absolute discretion, require such Participant to leave the training course. SALT will inform the Client of any such event. In such event, no fees or payments shall be reimbursed to the Client for the Participant's failure to complete the training course.

It shall be the Client's sole responsibility to ensure that Participants are sufficiently fit and able, including being free from respiratory disorders and heart disease, to participate in any physical activity forming part of the training course. If in doubt, it is recommended that Participants seek appropriate medical advice prior to commencement of the training course. SALT reserves the right to refuse to provide training courses to any Participant when it considers such Participant's involvement may pose a risk to the Participant's own health and safety or the health and safety of others.

SALT is responsible for ensuring that all work activities are risk assessed, iaw the 1974 Health and Safety at Work Act. Copies of such risk assessments are available on request. At times, SALT may rely on risk assessments from third parties such as Glenogle Swim Centre and Edinburgh Airport Fire Training Centre, amongst others. Copies of appropriate risk assessments should be sought from the relevant third party.

9. Data Protection (GDPR)

The Client/Participant may agree that SALT is permitted to hold personal information about them as part of its personnel, processing and other business records. Informed consent shall be sought by SALT, in writing, at the commencement of all courses. Such processing may include transfer to countries or territories outside the European Economic Area (the “EEA”). The Client and Participants may agree that SALT may disclose such information to third parties (including, for the avoidance of doubt, third parties situated outside the EEA) only if and to the extent that such disclosure is, in SALT’s view, required for the proper conduct of SALT’s business or that of any subsidiary, associated or holding company/ies of SALT, and is in the legitimate interests of SALT and our clients/participants.

SALT may hold a limited amount of information about participants/clients for the purposes of satisfying our regulator(s), such as the Maritime & Coastguard Agency (MCA) or HMRC. In addition, SALT maintains a B2B marketing database, which shall not be intentionally disclosed to any third party.

Specific consent shall be sought from all clients/participants for SALT to hold such personal and financial information as is needed to meet regulatory requirements. SALT hold client/participant names, DoBs, details of courses attended and booked, certification, payment arrangements and relevant addresses including email addresses. All of this data is stored electronically.

SALT also hold secure paper copies of client/participant course paperwork including health questionnaires, codes of conduct, course reviews, examination papers etc. This information is normally held for 5 years, thereafter it shall be destroyed with a cross-cut shredder.

SALT may, from time to time, take photographs at training activities. Specific consent of the subject(s) must be sought in writing, prior to any such photography and SALT undertake to anonymise any subsequent, agreed use of such material.

SALT accepts that it is under an obligation to provide clients/participants with sufficient information to make informed decisions about data protection, iaw GDPR. This includes, but is not limited to:

- Right to revoke consent
- Right to view portable copies of any personal information held by SALT
- Right to erasure under certain circumstances
- Right to complain (to the Information Commissioner’s Office (ICO, in the UK).

10. Intellectual property rights

All copyright, design rights and any other intellectual property rights (registered or unregistered) used, created or embodied in or arising out of or in connection with the delivery of the services shall remain the sole property of SALT and the Client and Participant shall not during, or at any time after the completion of the training course assert ownership of or dispute SALT’s ownership of such rights and shall assign to SALT such rights to come into its possession.

All materials and information (in whatever form) provided by SALT to the Client or a Participant in connection with the services may not be copied, distributed or be made available to any third parties, without specific consent from SALT. The Client and the Participants shall not use such material and information for any reason which is not connected to the training course or the Services provided by SALT.

A Participant is, subject to the previous paragraph, entitled to retain for their personal use the training course materials that are provided to them for this purpose. Any other materials relating to the training course (in whatever format) provided to the Client or a Participant

shall be returned to SALT on the earlier of the completion of the training course or upon request by SALT. The Client and the Participants shall not copy or otherwise reproduce any materials provided by SALT without SALT's prior written consent.

11. Liability of Clients and Participants

It is the responsibility of the Client to ensure that all sponsored Participants behave responsibly at all times. SALT reserves the right to remove a Participant from a course without liability if, in SALT's reasonable opinion, the behaviour of a Participant is unacceptable.

The Client or the self-sponsored Participant shall be liable without limitation for any damage to SALT's facilities, including but not limited to furnishings, premises and equipment, caused by the Participant and resulting from negligence.

In the event a Participant requires medical treatment or hospitalisation the Client, or Participant in case of self-sponsored Participants, shall bear all costs for such medical treatment or hospitalisation.

12. SALT's liability and limitation of liability

This clause sets out the entire financial liability of SALT (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client and/or Participants in respect of:

- (a) any breach of this Agreement;
- (b) any use made by the Client or Participant of the services provided to the Client or a Participant (including any course materials or part of them) ("Services"); and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

Nothing in this Agreement limits or excludes the liability of SALT:

- (a) For death or personal injury resulting from negligence; or
- (b) For any damage or liability incurred by the Client or Participant as a result of fraud or fraudulent misrepresentation by SALT.

Subject to the above:

- (a) SALT shall not be liable for:
 - (i) Loss of profits; or
 - (ii) Loss of business; or
 - (iii) Depletion of goodwill and/or similar losses; or
 - (iv) Loss of anticipated savings; or
 - (v) Loss of goods; or
 - (vi) Loss of contract; or
 - (vii) Loss of use; or
 - (viii) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) SALT 's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Services and this Agreement shall be limited to £500,000.

The Client or Participant shall give notice in writing to SALT of any claim in respect of this Agreement as soon as is reasonably practicable and without any undue delay.

13. Insurance

The Client and SALT shall respectively obtain, maintain and keep in full force and effect all compulsory and customary insurances. SALT undertake to maintain at least £5 million of public and employer's liability insurance, covering all activities, SALT staff, clients and participants. For some activities, insurance requirements may be met by a third party and SALT undertake to confirm that suitable arrangements are in place before using facilities provided by a third party.

14. Force majeure

Neither party shall be in breach of these Terms and Conditions nor liable for any failure or delay in performance of its obligations (other than the obligation to make payments of money) arising or attributable to acts, events, omissions or accidents beyond its reasonable control including, but not limited to, acts of God, fire, explosion, embargo, terrorism, civil disturbance, epidemics, lightning damage, electromagnetic interference, radio interference, strikes and industrial dispute.

15. Rights of Third Parties

A person who is not a party to this agreement shall not have any rights under or in connection with it.

16. Severance

If any provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of these Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. Choice of law and venue

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of Scotland. However, higher jurisdiction may apply from, for example, the UK Supreme Court or EU Courts.

18. Translation

Any local language translation of these Terms and Conditions is provided for the convenience of the Client and Participant only. In the event of any discrepancy between the local language version and the English language version, the text of the English language version shall prevail.

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