



STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF TRAINING SERVICES

1. INTERPRETATION

In these terms and conditions:

“Agreement” means the agreement for Mobile Marine Technology Ltd to provide services to the Client as set out in the Quotation and the

Conditions:

“Conditions” shall mean these terms and conditions;

“Client” means the party to whom or which Mobile Marine Technology Ltd has agreed to provide the Services;

“Client’s Materials” means the documents and/or other materials referred to in clause 2.3;

“Quotation” means the quotation issued by Mobile Marine Technology Ltd to the Client or in the absence of a written quotation the written correspondence between Mobile Marine Technology Ltd and the Client in respect of the Services;

“Services” means such of the following: training, consultancy, research and/or other services referred to in Mobile Marine Technology Ltd’s published material, as Mobile Marine Technology Ltd has agreed to supply to the Client in the Quotation;

Mobile Marine Technology means Mobile Marine Technology Limited trading as Mobile Marine Technology, registered address 6 Atholl Crescent, Perth PH1 5JN.

‘Correspondence Address’ means the correspondence address of Mobile Marine Technology which shall be Seaview, 1a The Links, Cowie, Stonehaven AB39 2RP unless otherwise indicated.

‘Ancillary Training Services’ includes, but is not limited to, provision of training venues, provision of IT hardware and software and provision of pre-course training materials.

2. SUPPLY OF SERVICES

2.1 All Services supplied by Mobile Marine Technology to the Client shall be supplied subject to these Conditions. Any changes or additions to the Services or the Conditions must be agreed in writing between an authorised officer of Mobile Marine Technology and the Client.

2.2 Mobile Marine Technology shall supply the Services in accordance with the Quotation and its current brochure or other published literature, subject to these Conditions. In the event of any conflict between the Quotation and these Conditions, the terms of the Quotation shall apply.

2.3 Where the Services require the production and delivery of documents or other materials by the Client, they will be delivered promptly prior to the date specified by Mobile Marine Technology (acting reasonably) and the Client shall retain duplicate copies.

2.4 If an insufficient number of bookings are received for any course, Mobile Marine Technology reserves the right to cancel that course and either offer an alternative date, or to refund any pre-paid fees in full.

2.5 Ensuring the notification and attendance of designated personnel at scheduled training events shall remain the sole responsibility of the client.



3. PAYMENT AND CHARGES

3.1 The Client shall pay any amounts payable to Mobile Marine Technology in accordance with this Agreement promptly without any deduction, withholding or set-off.

3.2 Where the Services relate to courses or training programs all fees must be paid in advance at time of booking, excepting where the Quotation grants credit terms to the Client in which event payment shall be made 30 days from date of invoice.

3.3 In the event that the Client cancels the agreement at any time then Mobile Marine Technology's cancellation charges from time to time shall apply, see 7 below.

3.4 Mobile Marine Technology shall have the right to charge daily compound interest at the annual rate of 5% above the base rate from time to time of Bank of Scotland plc upon any sums due but unpaid both before as well as after judgment.

4. WARRANTY AND LIMITATION OF LIABILITY

4.1 Mobile Marine Technology warrants to the Client that the Services will be provided using reasonable skill and care and as far as reasonably possible within the times referred to in the Quotation or other relevant brochure.

4.2 Where Mobile Marine Technology supplies any goods in connection with the Services, Mobile Marine Technology does not give any warranty as to their quality or fitness, but will, where it is able, assign to the Client the benefit of any warranty given by the supplier.

4.3 Mobile Marine Technology shall have no liability to the Client for any loss or other claims arising from any Client's Materials or instructions supplied by the Client which are incomplete, incorrect, and inaccurate or their non-arrival or any other fault of the Client.

4.4 Except in respect of death or personal injury caused by Mobile Marine Technology's negligence, or as expressly provided in these Conditions, Mobile Marine Technology shall not be liable to the Client for any losses, damages, costs or other liabilities of the Client whether direct or indirect or consequential including but not limited to any loss of profit or other economic losses which arise out of or in connection with the Services and the Client shall indemnify and keep indemnified Mobile Marine Technology against claims made by third parties in respect of any such loss or damage. The aggregate liability of Mobile Marine Technology (except in the case of death or personal injury referred to above) arising as a result of this Agreement shall not exceed the amount paid by the Client to Mobile Marine Technology Ltd in respect of the Services from which the liability arose.

4.5 Mobile Marine Technology shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of Mobile Marine Technology's obligations in relation to the Services, if the delay or failure was due to any cause beyond its reasonable control.

5. INTELLECTUAL PROPERTY

5.1 Any intellectual property rights including copyright arising from or in connection with the Services shall, unless otherwise agreed in writing with the Client, belong to Mobile Marine Technology.



6. TERMINATION

6.1 Either Mobile Marine Technology or the Client may at any time (without limiting any other remedy) terminate this agreement by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 21 days of being required by written notice to do so, or if the other goes into liquidation, bankruptcy, receivership, administration or proposes any voluntary arrangements with creditors.

6.2 Notwithstanding termination of this Agreement the provisions of clauses 3, 4.3 and 5 shall continue to apply.

7. CANCELLATION CHARGES

7.1 In the event that the Client cancels (by written notice to Mobile Marine Technology) a confirmed booking with Mobile Marine Technology, or fails to attend a booked course or program of training, or has personnel who fail to attend a booked course or program of training, the following cancellation charges will apply:

7.1.1 If such notice is delivered less than 4 weeks before commencement of the course or program of training, or in the event the Client fails to attend a course without prior notice, or has personnel who fail to attend a course without prior notice, the Client shall pay to Mobile Marine Technology the full course fee; including the costs of any ancillary training service provision; or

7.1.2 If such notice is delivered more than 4 weeks before commencement of the course or program of training, the Client shall pay to Mobile Marine Technology an administration charge of £50 per person per course; and in any event the Client shall pay the full costs for any associated ancillary training service provision.

7.2 An administration charge of £75 per person per course may be levied if a course is rescheduled at the Client's request within 2 weeks of commencement of any course or program of training.

7.3 In the event that the Client re-books the cancelled course on an alternative date at the time of cancellation, and provided that more than weeks 4 notice of cancellation has been given, Mobile Marine Technology may in its absolute discretion waive or adjust any cancellation fee or administration charge.

7.4 Any cancellation charges for research and consultancy services will be levied in accordance with the terms of the Quotation.

7.5 Subject to set-off by Mobile Marine Technology of any amounts owing to Mobile Marine Technology in accordance with this Agreement, in the event of cancellation, refunds will be given promptly in accordance with the above cancellation fee policy.

8. CONFIDENTIALITY

8.1 Neither Mobile Marine Technology or the Client shall divulge or allow to be divulged to any person any confidential information which is identified as such to the other in writing by Mobile Marine Technology or the Client and which is not in the public domain at the time of disclosure.



9. GOVERNING LAW

9.1 This agreement shall be governed by Scottish law and any proceedings arising from it may be brought in the Scottish courts. The submission by the parties to such jurisdiction shall not limit the right of Mobile Marine Technology to commence any proceedings arising out of or in connection with the provision of the Services in any other jurisdiction it may consider appropriate.

10. NOTICES

All notices hereunder shall be in writing and:

10.1 If given or made by letter sent by first class pre-paid post, and if applicable, by airmail, shall be deemed to have been given 24 hours (in the case of domestic post) and 72 hours (in the case of airmail) after being posted and in proving such service it shall only be necessary to prove that the notice was properly addressed stamped and posted.

10.2 If given or made by facsimile or e-mail transmission shall be deemed to have been given or made when sent unless the notice was sent after 5.00 pm on a business day or on a day other than a business day in which it shall be deemed to have been given or made at 9.00 am on the next business day of the addressee after it was sent.

10.3 Shall be given at the respective address of the other party or at such other address as the other party may have notified in writing as its address from time to time.

11. GENERAL

11.1 Any indulgence granted by Mobile Marine Technology to the Client and any failure by Mobile Marine Technology to insist upon strict performance of these Terms and Conditions shall not be deemed a waiver of any of Mobile Marine Technology's rights or remedies nor be deemed a waiver of any subsequent default by the Client.

11.2 The invalidity in whole or in part of any clause in these Conditions shall not affect the validity of the remainder of the Clauses or these Conditions.

12. SPECIAL AGREEMENTS

12.1 These Standard Terms and Conditions may be altered in line with special agreements entered into with clients. Such alterations would only apply to those special arrangements.