

OUTREACH OFFSHORE LIMITED – Training Terms & Conditions

1. Definitions

In these Conditions the following expressions shall have the following meanings:

- “Outreach Offshore Limited” or “OOL” means Outreach Offshore Limited, the Training Provider.
- The “Client” means the person, company or other legal entity identified as providing a request to OOL to supply Services. “Services” means the goods or services to be provided by OOL to the Client under the terms of the contract and “Services” shall be construed accordingly.
- “Confirmation Date” means the date when all the following apply:
 - A request to supply Services has been received from the Client by OOL
 - OOL has confirmed to the Client that the course or other Services requested are available and the price is correct.
- Payment has been received, or alternative payment method agreed.
- “Contract” means the contract between OOL and the Client under which the Services are to be supplied by OOL to the Client.
- “Training Provider” means the company delivering a course when this is not OOL.
- “Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays.
- “Month” means a calendar month.
- “Week” means seven consecutive days.
- “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered, and unregistered designs, copyright works, trademarks and confidential information.

2. Scope

- Unless otherwise agreed by OOL in writing prior to agreement by the Client to these Terms and Conditions the Client agrees that the provisions of these Terms and Conditions shall constitute all of the provisions relating to the Services to be provided to the Client by OOL. No other terms and conditions shall be accepted.

3. Prices

- The price payable for the Services shall be the list price of OOL at the Confirmation Date unless otherwise stated.
- OOL reserves the right to increase the price from that advertised on the website or in other forms at our discretion and for any reason prior to the course commencement. Where this affects the price payable by the customer and the customer has made payment of the previous advertised price (not including Purchase Orders and Reservations) and does not wish to proceed at the increased price a full refund will be payable.
- The price does not include travel, accommodation, meals, or other related expenses unless explicitly stated.
- All prices are exclusive of Value Added Tax, and this will be charged at the appropriate rate.

4. Terms of Payment

- Payment will be made 30 days date of invoice, unless otherwise agreed in writing.
- Our Terms and Conditions shall remain in full force and no variation to these Terms and Conditions is accepted by OOL on Training whether detailed by the Customer within the Purchase Order or by another means without specific acceptance by OOL on Training in writing.
- OOL reserves the right to charge interest at the then current Bank of Scotland Base Rate plus eight percent (8%) per annum on any sums unpaid on the due date, such interest to accrue from day to day.”

5. Training Courses

- OOL provides training, through their qualified internal Training Instructors.
- However, training may be conducted in conjunction with an authorised Training Provider. All Training Providers are suitably qualified and accredited to deliver the training courses offered.
- The contents of course schedules are intended for general guidance only and do not form any part of a contract. OOL reserves the right to make any reasonable variations to training courses, including the content and location of the courses, without notice.
- Please contact OOL before making any travel or accommodation arrangements to ensure that dates are secure.
- It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements. OOL will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.
- Unless otherwise indicated, all courses are delivered solely in English, and all delegates must be sufficiently proficient in English language before attending a course.
- OOL reserve the right to refuse admission to the training premises/location by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises/location or to remove any such person after the commencement of a course.

OUTREACH OFFSHORE LIMITED – Training Terms & Conditions

6. Course Duration

- Course durations for training are clearly stated on the joining instructions.
- Most courses are run on working days, unless otherwise agreed.

7. Cancellation, Transfers and Substitutions with respect to Training Courses

- OOL reserves the right to cancel or arrange an alternative date for a course. In such circumstances, OOL will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation, the Client will be entitled to a full refund of the course fee, but OOL shall not be liable for any other loss or expenses arising.
- If the delegate is unable to attend the course booked, OOL will endeavour to transfer the delegate to a mutually agreed alternative course date. If this is requested within seven (7) days from the start date of the original course, then the only charges applicable will be an administration fee of £50 (plus VAT) and any applicable non-refundable travel and accommodation costs incurred by OOL at cost plus 10%.
- OOL will endeavour to accommodate requests by the Client to substitute one delegate for another if the planned delegate cannot attend, however this will be on a case by case basis. Such requests are subject to the replacement delegate meeting the pre-requisites for the course. In the event of a substitution, the Client shall pay an administration fee of £50 (plus VAT) plus any unavoidable costs relating to the changes.

9. Certificates

- Certificates will be sent to the company (electronically by email and hard copy) on receipt of payment.
- A charge of £50.00 (plus VAT) will apply for the issue of any duplicate certificates and all requests shall be made in writing. Payment must be received in full before any duplicate certificate will be issued.

8. Credit Rating

- OOL reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and reserves the right to require payment prior to confirming a booking.

9. Liability

- OOL's total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.
- OOL shall not be liable howsoever caused for indirect or consequential loss including but not limited to loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

12. Force Majeure

- OOL shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, pandemic, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.
- If OOL is unable to perform its duties and obligations under this contract as a direct result of one or more such causes OOL shall give written notice to the Client of such inability stating the cause in question.

13. Data Protection and Confidentiality

- The policy of OOL with respect to data protection is detailed in these Terms and Conditions, and its Privacy Notice which should be read in conjunction with these terms and conditions of the contract.
- Where Services are certified training courses, the Client consents to allow OOL full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate the effectiveness of training and to assist OOL in providing advice to its clients.
- All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it OOL, its Training Provider or others.
- Where Services are distance learning products, then the Client shall abide by all reasonable terms of any licence agreement applicable.
- Intellectual Property, which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of OOL. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.
- Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify OOL against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

OUTREACH OFFSHORE LIMITED – Training Terms & Conditions

14. Slavery and Human Trafficking Statement

- Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.
- We have a zero-tolerance approach to modern slavery, and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing procedures to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.
- We are committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains. Our commitment is to act ethically and with integrity in all our business relationships and to implement and enforce effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains.
- We have zero tolerance to slavery and human trafficking. We expect the same high standards from all of our contractors, suppliers and other business partners and we expect our suppliers to hold their own suppliers to the same high standards.

15. General

- The Contract shall only become effective at the Confirmation Date.
- Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by OOL or its Training Providers shall be subject to correction without any liability on the part of OOL.
- No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of OOL.
- OOL may assign or sub-contract the whole or any part of the Contract to any person or company.
- These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ or solicit for employment any employees of OOL or its Training Providers.
- All parties (including OOL on Training, the Client and the Training Provider) shall comply with the Anti-Bribery Act 2010 and will make it clear to those providing services to it, that it does not accept or condone the payment of bribes on its behalf.
- The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.
- These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

16. Company Information

OUTREACH OFFSHORE LIMITED.
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