

## TERMS & CONDITIONS

### 1. Prevailing Terms and Conditions

- 1.1. **These terms prevail over any other general terms and conditions which the customer seeks to impose or incorporate (such as by reference in proposals or in a customer purchase order, or by trade, custom, practice or course of dealing).** For the avoidance of any doubt, provision of services to the customer does not constitute acceptance of any of such customer terms and conditions and does not serve to modify or amend these terms. In the event of any conflict between these terms and the order confirmation, these terms shall prevail.

### 2. Payment for Courses

#### 2.1. Private Customers

- 2.1.1. All private customer bookings require course fees to be paid at the time of booking.

#### 2.2. Business Customers

- 2.2.1. New company customers are required to pay for their first booking in advance of the commencement date of the course (date will be advised by the Customer Service Team at the time of booking).
- 2.2.2. Credit accounts are offered to company customers for subsequent bookings subject to a satisfactory credit check. Customers will be notified if their credit check has been successful and advised of the credit limit applied to their account. ASET's credit terms require payment within 30 days from date of invoice.
- 2.2.3. ASET will review credit accounts and credit limits from time to time and reserves the right to amend or withdraw credit accounts where payment is not received within terms and/or any other information comes to light which may indicate that customers are unable to comply with ASET's terms and conditions.
- 2.2.4. ASET also reserves the right to withhold Certificates and/or to decline any further bookings until payment is received.
- 2.2.5. In the event of an unsatisfactory credit check, course fees will require to be paid in advance of the commencement date of the course.

### 3. Disclaimer

- 3.1. Current prices are displayed on the ASET website. ASET International Oil and Gas Training Academy reserves the right to change prices, course dates or course provision at any time without notice.

## **4. Cancellation Policy**

### **4.1. ASET Cancellations**

- 4.1.1. ASET International Oil and Gas Training Academy reserves the right to cancel a course should the minimum number of delegates not be met or due to unforeseen circumstances. Details of the minimum numbers of delegates required can be found in each course descriptor in the ASET Course Directory and on the ASET website.
- 4.1.2. In the event of ASET International Oil and Gas Training Academy cancelling a course, liability will be limited to the refund of the course fee only, if paid.

### **4.2. Customer Cancellations**

- 4.2.1. No cancellation fee will be charged for customer cancellation requests received more than 10 working days prior to the commencement of a course.
- 4.2.2. Cancellation requests received 10 working days or less prior to the commencement of the course will result in a cancellation fee of the full course price being charged unless a substitute delegate can be provided or the original delegate transferred to an alternative date. Any course fees already paid will be retained and allocated to the new delegate or transferred to the new course date as appropriate. Please note that the option to transfer delegates to an alternative date is restricted to one move per delegate and any subsequent cancellation or transfer request will result in the full course fee being charged. We reserve the right to decline a request to transfer a booking if the request is made 24 hours or less prior to the commencement of the course.
- 4.2.3. Where a cancellation takes the number of delegates attending the course below minimum numbers the full course fee for that delegate will be payable.
- 4.2.4. Exceptions to the above cancellation policy outlined in 4.2.1 to 4.2.3 above:
- 4.2.4.1. Cancellations of the following courses:
- OIM Controlling Emergencies
  - OIM Coaching – Controlling Emergencies: City & Guilds SCQF Level 7
- received within 15 working days or less days prior to commencement of the course will result in the full course fee per delegate being charged to cover operational costs incurred in respect of Role players, Assessors, Emergency response suite booked for the course and two facilitators.
- 4.2.4.2. Cancellation or transfer requests for the following courses:
- Marine Operations of Self-Elevating Platforms (Jack-up Rigs)
  - Marine Operations of Self-Elevating Platforms (Jack-up Rigs) Refresher
  - Offshore Stability & Ballast Control for Semi-Submersibles (Stability 2)
  - Ballast Control Simulator Course (Stability 3)
  - Ballast Control Simulator Refresher Course (Stability 4)
- received 15 working days or less prior to the commencement of the course, which result in the number of delegates attending the course falling below minimum numbers, will be charged the full course fee for that delegate.

4.2.4.3. Where a company makes a block booking of a course 20 working days notice prior to the commencement of the course is required. Any cancellation or transfer requests received within 20 working days or less prior to the commencement of the course will result in the course fee for the minimum delegate numbers being charged.

## **5. Limitation of Admission to Courses**

5.1. ASET reserves the right to refuse admission to any course because of restricted availability of facilities due to accommodation or teaching requirements, suitability of candidate, or for any other reason which ASET deems it necessary to do so at ASET's sole discretion. All admission to courses is ultimately at the sole discretion of the ASET Chief Executive. Bookings accepted may be subsequently cancelled as a result of this policy and course fees refunded, if paid.

## **6. Intellectual Property Rights**

6.1. Intellectual Property in any work originating prior to or during the course of this training contract, developed by ASET for the purposes of the training shall be the exclusive property of ASET. The Client shall not make use of such Intellectual Property except in the form of handout notes and in this respect solely for the use of the course delegates themselves and no other persons.

6.2. For the purposes of this Agreement, Intellectual Property shall include but not be limited to: teaching materials, lesson plans, handout notes, demonstration materials, display materials, software, designs, methods, processes, documented know how, research results, reports, analysis and all other similar items developed by ASET prior to or during the training course(s) delivered.