



## General Terms and Conditions of Business undertaken by Icthus Marine Limited delivering Courses or Training services

### 1. Definitions

"Trainer" is/are the person(s) trading under these conditions including those in authoring and supporting functions off-site.

"Client" is the party at whose request and on whose behalf the Trainer undertakes the Services. This may on occasion be the "Agency".

"Agency" is the firm or sole trader appointed by or acting on behalf of the Client. The Agency may be the Client.

"Training Materials" encompass the proprietary or duly licensed third-party material and methods which the Trainer will provide as an integral part of the Services, including electronic, hard-copy, online, verbal content, and visual props and aids, deployed in advance, during or after any on-site or online sessions should there be any. They will only encompass provision of IT devices and premises should these be expressly agreed in writing.

"Report" means any report or statement supplied by the Trainer in connection with the Services requested by the Client.

"Disbursements" means the cost of all reasonable production of bespoke materials, drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including, but not limited to, reasonable travel, refreshments and hotel accommodation where an overnight stay is necessary. Air travel to be business class, hotel accommodation of business standard. Disbursements may be mutually agreed in advance as a lumpsum e.g. at time of design of a bespoke Training program, in which case assumptions will be stated, and variance of these assumptions may subject the lumpsum to adjustment.

"Fees" means the fees charged by the Trainer to the Client for the Services and Training Materials excluding any Disbursements and value added tax where applicable. Unless agreed otherwise in writing, travel time will be charged as incurred except for Greater London, capped at 4 hours per one-way air trip within Europe and 8 hours per one-way air trip outside Europe.

### 2. Scope

The Trainer shall provide its services solely in accordance with these terms and conditions ("Conditions").

The provision of Consultancy and Expert services by Icthus Marine Limited is governed by separate terms and conditions. The Sale or Rental of Goods by Icthus Marine Limited is governed by separate terms and conditions.

### 3. Services

The Client, either directly or via their Agency, will set out in writing the exact services it requires the Trainer to provide. The Trainer will confirm these in writing or alternatively advise the Client what services it will perform in connection with the Client's instructions. Once the Trainer and the Client have agreed what services are to be performed ("the Services") any subsequent changes or additions must be agreed by both parties in writing.

### 4. Payment

(a) Where it is agreed that the Client shall pay the Trainer's Fees and Disbursements on a milestone and/or lumpsum basis, linked to an agreed scope of work: the Trainer will invoice the Client when deeming that the milestone is reached and the Client will pay in accordance with these Conditions and in any event not later than 30 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle the Trainer to interest at 4% above the Base Lending Rate of HSBC Bank Plc prevailing at the time of default or the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 applicable at the time of default, at the discretion of the Trainer.

(b) Where it is agreed that the Client shall pay the Trainer's Fees and Disbursements as incurred: the Trainer will invoice the Client with supporting timesheets on a monthly or quarterly basis as agreed and the Client will pay in accordance with these

Conditions and in any event not later than 30 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle the Trainer to interest at 4% above the Base Lending Rate of HSBC Bank Plc prevailing at the time of default or the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 applicable at the time of default, at the discretion of the Trainer.

(c) Where it is agreed that the Agency shall pay the Trainers' Fees and Disbursements, the default of the Client in his contract with the Agency shall not become the liability of Trainer unless the Agency should have provided evidence in advance that they are acting merely as Broker.

## 5. Obligations and Responsibilities

(a) Client: The Client undertakes to ensure that full instructions are given to the Trainer, either directly or via the Agency, and are provided in sufficient time and good order to enable the Services to be performed. Unless agreed otherwise in writing, the Client will provide the necessary IT devices and, as required, appropriate premises for delivery of any Training sessions. In the case of bespoke training, the Client must procure all necessary access for the Trainer to any goods, cargo, premises, vessels, installations, software and/or transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions where appropriate. The Trainer shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions or lack of relevant data or access.

(b) Trainer: The Trainer shall use reasonable care and skill in the performance of the Services in accordance with sound practice, and in the preparation of any Training Materials.

(c) Report: The Trainer shall submit a written Report to the Client following completion of the agreed services unless otherwise expressly instructed by the Client (directly or via their Agency) not to do so.

(d) Employment: The Consultant, where necessary, will attend the Client's premises or that of their clients or counterparties by which to further the deliverables in the scope of work. Notwithstanding the extent or nature of such work, it will be carried out on behalf of the managers of the Client and shall not take on rights or liabilities as employer or employee unless subject of separate contract of employment.

(e) Attending premises: Training delivery may be by means of sessions for which parties will agree to the Trainer attending appropriate premises, or by use of videolinks, or by despatch or online provision of pre-recorded media, as agreed in writing.

(f) Confidentiality: The Trainer understands that information provided by the Client may be subject to confidentiality and agrees not to permit access to such information to any third party unless the Client expressly grants permission. This obligation will not however extend to information which (i) was already or becomes known to the Trainer through other sources not subject to such an obligation of confidentiality (ii) is or becomes known to the public generally other than as a result of a breach of this obligation or (iii) which the Trainer is obliged to disclose pursuant to an order of a court or other such authority. In all cases such obligation of confidentiality shall be deemed to end 3 years after the end of performance of the Services. The end of Services being the date of the Trainer's final invoice.

(g) Intellectual Property: The right of ownership in respect of all original work created by the Trainer remains the property of the Trainer, including bespoke materials. The Trainer will provide a licence for the Client (and/or the Agency) to use the work for all reasonable uses within the period of engagement, and in recapitulation and further assimilation with the same trainees after the period of engagement. The licence to use the Trainer's material with other trainees, or incorporation in the Client's standing reference material, should be subject of specific agreement in the scoping of the Services.

## 6. Liability

(a) Without prejudice to Clause 7, the Trainer shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Trainer or any of its employees or agents or sub-contractors.

(b) In the event that the Client proves that any direct loss, damage, delay or expense was caused by the negligence, gross negligence or wilful default of the Trainer aforesaid, then, save where such loss, damage, delay or expense has resulted from the Trainer's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Trainer's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of twice the Trainer's total fees for the Service or £10,000 whichever is less. The Trainer shall not be liable for any indirect or consequential loss at all. The Trainer shall also not be liable for damage to equipment and other items placed at its disposal by or on behalf of the Client however such loss or damage occurs.

## 7. Indemnity

Except to the extent and solely for the amount therein set out that the Trainer would be liable under Clause 6, the Client hereby undertakes to keep the Trainer and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against by any party (including, but not limited to, the Agency) and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Trainer may suffer or incur (either directly or indirectly) in the course of providing the Service under these Conditions.

## 8. Force Majeure

Neither the Trainer nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

## 9. Insurance

The Trainer shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Trainer may be held liable to the Client under these Conditions.

## 10. Time Bar

Any claims against the Trainer by the Client shall be deemed to be waived and absolutely time barred upon the expiry of one year from the submission date of the final invoice to the Client.

## 11. Severance

These terms and conditions may be varied in part by mutual agreement with a particular Client or for a particular appointment, but such variance shall not be construed as voiding the remaining terms and conditions, which shall stand as written or with logical amendments.

If a court finds that any provision of these terms and conditions is invalid, illegal or unenforceable, that provision shall, to the minimum extent required, be deemed deleted and the validity, legality and enforceability of the remainder of that and all other provisions of these terms and conditions shall not be affected.

## 12. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

Icthus Marine reserves all rights, including copyright, trademarks and other intellectual property rights, in these standard trading conditions and no part thereof can be redistributed, republished or stored in any format without the express written permission of Icthus Marine.