



Hydrasun Limited – Standard Terms and Conditions for Training Courses
& Consultancy Services

Multiple Solutions – One Company



1. INTERPRETATION

1.1 In these Conditions

“Authorised Representatives”	means the authorised representatives of each of the Customer and Hydrasun;
“Conditions”	means the terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and Hydrasun;
“Contract”	means the contract for the provision of Training Courses or Consultancy Services pursuant to any Quotation or Order and governed by these Conditions;
“Customer”	means the person who accepts a Quotation or whose Order is accepted by Hydrasun;
“Document”	includes, in addition to a document in Writing, any plan, design drawing, data or other image or any other record of any information in any form;
“Electronic Document Interchange System”	means the electronic document interchange arrangements and protocols agreed, established and currently in force between Hydrasun and the Customer;
“Hydrasun”	means Hydrasun Limited (registered in Scotland under number SC059688) with its registered office at Gateway Business Park, Moss Road Aberdeen AB12 3GQ;
“Input Material”	means any Document or other material (including Free Issue Material), and any data or other information provided by the Customer relating to the Contract;
“Order”	means the Customer’s Written order for Services subsequently accepted by Hydrasun;
“Output Material”	means any Document or other material and any data or other information provided by Hydrasun relating to the Service;
“Parties”	means the Customer and Hydrasun;
“Price”	means the price, exclusive of VAT, payable to Hydrasun by the Customer and as detailed in the Order or Quotation;
“Quotation”	means Hydrasun’s Written quotation for Services subsequently accepted by the Customer;
“Service(s)”	means any Service to be provided by Hydrasun for the Customer detailed in any Order or Quotation;
“UK/EU Trade Laws”	means: (i) the Export Control Act 2002 and any secondary legislation made under the powers thereof including, but not limited to, the Export Control Order 2008; (ii) Council Regulation (EC) No. 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items; and (iii) any UK or EU embargoes and economic or financial sanctions of certain countries, persons and entities or bodies

administered and implemented by the Department for Business, Innovation and Skills (Export Control Organisation) and HM Treasury (Asset Freezing Unit) or their successors;

“US Trade Laws” means: (i) the Export Administration Regulations and the International Traffic in Arms Regulations administered by the US Department of the Treasury (Bureau of Industry and Security) and the US Department of State (Directorate of Defence and Trade Controls); and (ii) any US embargoes and economic or financial sanctions of certain countries, persons and entities or bodies administered and implemented by the US Department of the Treasury (Office of Foreign Assets Control) (or its successors) acting under Presidential national emergency powers contained in the International Emergency Economic Powers Act or under authority granted by specific legislation;

“Writing” and any similar expression, includes Electronic Document Interchange System, electronic mail, facsimile transmission and comparable means of communication.

1.2 A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Words importing the singular include the plural and vice versa and words importing a particular gender include all genders.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF SUPPLY

2.1 Hydrasun shall sell or supply and the Customer shall purchase the Service in accordance with the Contract subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any Quotation is accepted or purported to be accepted, or any Order is made or purported to be made, by the Customer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the Authorised Representatives.

2.3 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or Output Material issued by Hydrasun on whatever medium whether as hard copy, on CD Rom or otherwise shall be subject to correction without any liability on the part of Hydrasun.

3. ORDERS SPECIFICATIONS AND BOOKINGS

3.1 No order submitted by the Customer shall be deemed to be accepted by Hydrasun unless and until confirmed in Writing by Hydrasun’s authorised representative.

3.2 The Customer shall be responsible to Hydrasun for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for giving

Hydrasun any necessary information relating to the Service within a sufficient time to enable Hydrasun to perform the Contract in accordance with its terms.

- 3.3 The quantity, quality and description of the Services and any specification for them shall be as set out in any Quotation or Order.
- 3.4 Bookings will only be accepted if a valid purchase order is received from a Customer that has a valid credit arrangement with Hydrasun, or the full purchase price is received in advance.
- 3.5 Hydrasun reserves the right to make any changes in the specification of any Service which are required to conform with any applicable statutory or E.C. requirements or, where Services are to be supplied to Hydrasun's specification, which do not materially affect their quality or performance.
- 3.6 No Order or accepted Quotation may be cancelled or varied by the Customer except with Hydrasun's Written agreement and on terms that the Customer shall indemnify Hydrasun in full against all costs (including the cost of any labour and materials used) and expenses incurred by Hydrasun prior to or as a result of cancellation and the Customer shall pay any increased costs arising from such variation.

4. PRICE

- 4.1 Rates are based on a 'per course' basis for a maximum number of delegates. Where the delegate rate is based on a per delegate basis this is clearly shown on the proposal.
- 4.2 Where a minimum number of delegates figure has been stated, but not achieved when the course proceeds, the charge will be levied for the minimum number stated.
- 4.3 Customer is reminded to ensure that delegates are in possession of all necessary equipment etc for attending the course (as detailed in the relevant course descriptor/joining instructions) and that any required course prerequisites are met.
- 4.4 Any daily rates provided herein are based on an eight hours working day (or twelve hours if working offshore). Any requirement and rates for overtime during the week or for weekend working will be agreed in advance with the customer or otherwise charged at Hydrasun's standard rate. A Travel day is defined as a day or days spent travelling to or from a destination, where no client preparation or delivery work is undertaken and will be charged at normal training day rate.
- 4.5 Where expenses have not been included in the proposal price and Customer does not arrange and directly cover the expenses for Hydrasun personnel, they will be recharged at cost plus ten percent (to cover administration), and will be evidenced by receipts wherever possible. Expenses may include, travel, accommodation, subsistence, visa costs, vaccination charges, country specific costs, additional medical, insurance or security costs. Where applicable, Customer is responsible for arranging suitable security and support to ensure Hydrasun's staff welfare, such as by organising collection from the airport, surface transport to/from airport and accommodation/secure compound etc whilst we are delivering the proposed Service overseas.

- 4.6 Unless otherwise stated, prices include all necessary material and equipment. Where additional materials and/or equipment are required, these will be stated on the proposal and will be recharged at cost plus ten percent.
- 4.7 All costs incurred by Hydrasun including local duty taxes, port costs, dockside handling and storage, delays caused by custom clearance and transit to the site location and after goods and equipment are custom cleared and released will be recharged to Customer at cost plus 10%.
- 4.8 The Customer shall pay to Hydrasun the Price and any additional sums which are agreed between Hydrasun and the Customer for the Service or which, in Hydrasun's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.
- 4.9 The Price shall be Hydrasun's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Hydrasun's standard price list current at the date of acceptance of the Order. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by Hydrasun without giving notice to the Customer.
- 4.10 Hydrasun reserves the right, by giving Written notice to the Customer at any time before completion of Service, to increase the Price to reflect any increase in the cost to Hydrasun which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuation, currency regulation, changes of legislation, significant increase in the costs of labour), any change in delivery dates, quantities or specifications for the Service which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Hydrasun adequate information or instructions.
- 4.11 The Price is exclusive of any applicable value added tax, with-holding taxes or other local taxes or burdens, which the Customer shall be additionally liable to pay to Hydrasun.

5. CONDITIONS OF PAYMENT

- 5.1 The Customer shall pay the Price within 30 days of the date of Hydrasun's invoice, and Hydrasun shall be entitled to recover the Price. The time of payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.2 If the Customer fails to make any payment on any due date then, without prejudice to any other right or remedy available to Hydrasun, Hydrasun may:
- 5.2.1 suspend or cancel the Contract or any other contract between the Parties or suspend any further Services to the Customer;
- 5.2.2 appropriate any payment made by the Customer to such of the Services (or Services supplied under any other contract between the Parties) as Hydrasun may think fit (notwithstanding any purported appropriation by the Customer); and/or
- 5.2.3 charge the Customer interest (both before and after any judgment) on any amount unpaid, at the rate of 8 per cent per annum above Bank of Scotland base rate from time

to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. CANCELLATION AND POSTPONEMENT

- 6.1 If Customer cancels or postpones all or part of the Services whether in writing or otherwise, cancellation charges will apply on the following sliding scale:
- 6.1.1 7 working days or less, 100% cancellation charge will apply
 - 6.1.2 8 - 14 working days, 50% cancellation charge will apply
 - 6.1.3 15 working days or more, no charge will apply
- 6.2 Customer will also pay any additional expenses incurred by Hydrasun for the purposes of or in connection with the cancelled or postponed Services, including but not limited to the cost + ten percent of any materials or equipment, procured by Hydrasun.
- 6.3 All costs incurred by Hydrasun will be reimbursed in the event of course postponement or cancellation. This includes, but is not limited to, non refundable travel and accommodation charges.

7. INTELLECTUAL PROPERTY

- 7.1 All copyright, design right and other intellectual property rights used, created or embodied in or arising out of, or in connection with the delivery of the Services remain the sole property of Hydrasun. Customer shall not during or at any time after the completion of the Services dispute the ownership of such rights. All information contained in or arising out of such copyright, design right and other intellectual property rights is proprietary to Hydrasun and shall not be copied or otherwise made available to third parties unless previously and specifically agreed to in writing by Hydrasun. Where Customer material is provided to assist with the design of training courses, none of the ownership of the Customer's intellectual property shall pass to Hydrasun.

8. SAFETY

- 8.1 Details of any safety equipment and/or protective clothing which the Customer is required to provide will be set out in the Course Joining Instructions. It is the Customer's sole responsibility to ensure that any such equipment and/or clothing is in good order and repair and is fit for the purposes for which it is required. Hydrasun reserves the right at any time to postpone or suspend the provision of any training course if in Hydrasun's opinion there is or is likely to be any risk to the safety of any personnel or any risk of loss or damage to any plant, machinery, equipment or material at the premises. Hydrasun shall have no liability to the Customer or delegate in respect of such actions. Hydrasun shall, in the interests of safety (whether of personnel, property or otherwise), be entitled at any time to require a delegate to leave the premises, to refuse a delegate entry to the premises and/or to continue to provide training to the delegate. Hydrasun shall have no liability to the Customer or the delegate in respect of such actions. The delegate shall throughout the duration of the training comply in all respects with the Hydrasun's safety policies and regulations applicable to the premises.

9. WARRANTIES AND LIABILITY

- 9.1 Hydrasun and Customer will indemnify and hold harmless each other in respect of any loss, damage or impairments to their respective property and any death, injury or illness to their respective employees and any third parties arising from or in connection with the Services whether or not this may be caused by negligence, error or omission of the party so indemnified. Notwithstanding the above, neither Hydrasun nor the Customer shall make any claim against or be liable to the other in respect of any indirect, special or consequential loss or damage (whether for loss of profit, business or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence of Hydrasun, its employees or agents or otherwise) which arise out of or in connection with the supply of the Services (including any delay in supplying or any failure to supply the Service in accordance with the Contract or at all) by the Customer, and Hydrasun's entire liability under or in connection with the Contract shall not exceed the Price, except as expressly provided in these Conditions.
- 9.2 Any claim by the Customer which is based on any defect in the quality or condition of the Services or their failure to correspond with specification shall be notified to Hydrasun within seven days from the date of delivery. If Customer does not notify Hydrasun accordingly, Hydrasun shall have no liability for any failing, and the Customer shall be bound to pay the Price.
- 9.3 Where a valid claim in respect of any of the Services which is based on a defect in the quality or condition of the Services or their failure to meet specification is notified to Hydrasun in accordance with these Conditions, Hydrasun may take the appropriate remedial action free of charge or, at Hydrasun's sole discretion, refund to the Customer the Price (or a proportionate part of the Price), in which case Hydrasun shall have no further liability to the Customer.
- 9.4 Hydrasun shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late or non-arrival, or any other fault of the Customer.

10. FORCE MAJEURE

- 10.1 If Hydrasun is unable to provide any course, or any part of any course, for any reason beyond Hydrasun's reasonable control, Hydrasun shall be entitled to postpone or cancel all or part of the Services being provided. Hydrasun shall try to agree with the Customer an alternative mutually acceptable date and/or time to provide the postponed/cancelled training, but shall be under no obligation to do so. If no agreement can be reached on rescheduling such training, Hydrasun will make no charge for the cancelled Service (or, as appropriate, will refund the cost of it to the Customer). Without limiting the foregoing, the following shall be regarded as causes beyond Hydrasun's reasonable control:

10.1.1 Act of God, explosion, flood, tempest, fire or accident;

10.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

- 10.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 10.1.4 import or export regulations or embargoes;
- 10.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Hydrasun or of a third party);
- 10.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 10.1.7 power failure or breakdown in machinery.

11. INSURANCE

11.1 The Parties shall maintain levels of insurance sufficient to cover their liabilities and obligations under the Contract and at law, and shall exhibit such certificates of insurance and evidence of payment of premiums where reasonably requested by the other party.

12. TERMINATION

12.1 Without limiting any other right or remedy available to Hydrasun, Hydrasun may cancel the Contract or suspend any further deliveries of Services under the Contract without any liability to the Customer if:

- 12.1.1 the Customer makes any voluntary arrangement with its creditors, becomes bankrupt, becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
- 12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
- 12.1.3 the Customer ceases, or threatens to cease, to carry on business; or
- 12.1.4 Hydrasun reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12.2 If this Condition applies and the Services have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. NON SOLICITATION OF STAFF

13.1 The Customer agrees that during the term of the Contract and for an additional period of six months after termination, the Customer shall not directly or indirectly canvass with a view to offering or providing employment to, offer to contract with or entice to leave, any employee of or contractor to Hydrasun engaged in the performance of the Service without Hydrasun's prior Written consent.

14. ANTI-BRIBERY AND CORRUPTION/TRADE SANCTIONS

14.1 Each of the Parties irrevocably and unconditionally warrants and represents:-

14.1.1 that throughout the duration of the Contract they will comply with all applicable laws, statutes, regulations, and codes relating to bribery, corruption, anti-trust, money laundering, import/export controls, trade sanctions, financial sanctions and criminal matters including, but not limited to, the UK Bribery Act 2010, UK/EU Trade Laws and US Trade Laws, and all such legislation as the same may be modified, supplemented or replaced; and

14.1.2 that they have, and shall maintain in place throughout the duration of the Contract, their own policies and procedures, including but not limited to "adequate procedures" under the UK Bribery Act 2010, to prevent contravention of the laws and regulations referred to in Condition 14.1 and to ensure compliance with local law and will enforce them where appropriate.

15. GENERAL

15.1 These Conditions (together with the terms, if any, set out in the Quotation) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

15.2 Hydrasun may assign, novate or sub-contract any or all of its rights or obligations under the Contract.

15.3 A notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

15.4 No waiver by Hydrasun of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.5 If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

15.6 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society of Scotland.

15.7 The law of Scotland shall apply to the Contract, and the Parties agree to submit to the non-exclusive jurisdiction of the Scottish courts in respect of all matters arising out of or connected with it.