



## **Terms of Business Bespoke Courses**

*For Company bookings*

*GAC Training and Service Solutions Limited ("GTSS"; "our", "us" or "we") are pleased to set out the terms of business which will apply to the work we do for you, the Client (the "Terms and Conditions"). These Terms and Conditions and the attached Terms of Engagement form the contract between the parties (the "Contract").*

### **1. THE SERVICES WE WILL PROVIDE**

1.1 We will provide the services including the Training Course(s) described in the attached Terms of Engagement (the "Services") and will be responsible for the management and control of the Services and the quality of any deliverables listed or referred to in the Terms of Engagement.

1.2 Personnel Staff – We shall provide personnel with the appropriate skills and experience to deliver the Services.

1.3 Course Schedule - Where course dates are referred to or set out in the Terms of Engagement, we will use all reasonable efforts to carry out our obligations in accordance with those course dates.

1.4 Location - The Services will be provided at the location(s) set out in the Terms of Engagement.

1.5 Changes to Services - Either party may request changes to the Services as set out in the Terms of Engagement or changes to any other aspect of the Terms of Engagement or the Contract. Changes must be supported by sufficient detail to enable the other party to assess the impact of the requested change on the cost, course schedule or any other aspect of the Contract. Both parties agree to work together to consider, and if appropriate, agree any changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the Contract.

1.6 Contract Management - Each party will name a contact who will be responsible for managing all issues relating to the performance of the Contract.

### **2. DELIVERABLES**

2.1 We will prepare the deliverables listed or referred to in the Terms of Engagement, if any, and deliver these to you ("Deliverables").

2.2 Acceptance - The Deliverables, if any will be provided on the course date at the location set out in the Terms of Engagement or when you make any productive use of the Deliverables whichever occurs first. Where no criteria are specified the Deliverables will be accepted on delivery to you.

#### **2.3 Ownership of Deliverables**

2.3.1 You will own copyright in all Deliverables identified in the Terms of Engagement as "Client Materials". Client Materials may include records, reports, documents, papers, drawings, designs, photos, graphics, logos, and all other materials in whatever form prepared and supplied by you and required by us for the delivery of the Services.

2.3.2 We will own the copyright in all other Deliverables which are not identified as Client Materials. You may make copies of these Deliverables for your own internal use, but

you must not provide these Deliverables or copies of them to any third party without first having our written permission.

2.4 Freedom to Use Ideas - We will not be prevented or restricted by this Contract from developing and using any ideas, concepts, information or know-how relating to methods or processes of general application which arise during the provision of the Deliverables.

### **3. YOUR RESPONSIBILITIES**

Our performance of our obligations under this Contract and the delivery of the Services is dependent on you carrying out your responsibilities as set out in these Terms of Business and in the Terms of Engagement.

3.1 Pre-requisites - You will be responsible for ensuring that participants have the appropriate skills and experience to partake in the Services. You agree to provide us with any pre-requisites specified within the Terms of Engagement on the date of commencement of delivery of the Services. Pre-requisites include all relevant certificates, qualifications and paperwork for each participant. Failure to provide us with the requested pre-requisites could result in us being unable to provide the Services to a participant.

3.2 Health – we may ask participants to complete a medical questionnaire prior to commencement of the Services. If required by us, participants must be in possession of a valid up-to-date medical certificate. Failure to provide the requested medical certificate on the date of commencement of delivery of the Services could result in us being unable to provide the Services for a participant. All medical information disclosed to us will be treated as confidential information and will not be disclosed by us to any third party other than our relevant professional advisors when appropriate.

3.3 Payment for Services - You agree to pay for the Services pursuant to the Terms of Engagement and the terms set out in clause 4 below.

### **4. FEES, PAYMENTS AND CANCELLATIONS**

4.1 Fees – Our fee for the Services is the fee quoted in the Terms of Engagement. The fee contained in the Terms of Engagement will be binding, unless otherwise agreed in writing between the parties.

4.2 Expenses - Payment of travel, subsistence and other expenses necessarily incurred by participants while participating in the Services will be your responsibility whether the Services are delivered at our premises or elsewhere.

4.3 Taxes - Fees and expenses will be subject to the addition of value added tax where applicable.

4.4 Payment of Fees – Fees are normally invoiced monthly and are payable within 30 days of the invoice date. In the event of late payment we reserve the right to suspend the provision of Services and to charge interest on amounts overdue for a period in excess of 14 days at a rate of 2% above the base rate of the AIB Bank plc from time to time.

4.5 In the event that you cancel a confirmed booking, the following charges will apply:

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4.5.1 If such notice is delivered less than 2 weeks before the commencement of the Services and the Services cannot be rescheduled (4 weeks for simulation and ship handling courses), you shall pay a fee which represents the time spent to that date on client affairs and an administration fee of 15% of the course fee.

4.5.2 If such notice is delivered more than 2 weeks before commencement of the Services (4 weeks for simulation and ship handling courses), you shall pay to us an administration fee of 15% of the course fee.

4.5.3 An administration fee of 15% of the course fee may be levied if a course is rescheduled at your request within 2 weeks of commencement of the course (4 weeks for simulation and ship handling courses).

4.5.4 If an alternative booking is made at the time of cancellation; we may in our absolute discretion waive any cancellation or administration fees.

4.5.5 Subject to set-off of any amounts owing to us in the event of cancellation, refunds will be given promptly.

4.6 If any participants fail to attend the course, the fixed fee agreed in the Terms of Engagement shall remain in force and shall not be reduced.

**5. TERM AND TERMINATION**

5.1 Duration of Contract - This Contract will apply from the commencement date stated in the Terms of Engagement, if any, or where no commencement date is specified from the date of signature of the Contract by both parties. The Contract will continue until all the Services and Deliverables have been provided unless it is terminated earlier in accordance with the terms set out below.

5.2 Your Right to Terminate the Contract - The Contract may be terminated by you at any time by giving not less than 30 days written notice. Where you terminate the Contract in this way you will pay us for all Services provided up to the termination, and subject to clause 4.5, for any course that has been booked but not yet delivered and for additional costs necessarily incurred as a result of the early termination of the Service. Notwithstanding termination of this Contract the provisions of Clauses 4, 6 and 7 shall continue to apply.

5.3 Termination for Breach of Contract - The Contract may be terminated by either party in the event of a breach by the other of the Contract by serving written notice requiring the breach to be remedied within 21 days. If the breach is not remedied within this time the party serving notice will be entitled to serve a further notice terminating the Contract with immediate effect.

5.4 Termination for Insolvency - The Contract may be terminated by either party by written notice in the event that the other party is unable to pay its debts or has a receiver, examiner, or liquidator appointed or calls a meeting of its creditors or suffers any analogous event or ceases for any other reason to carry on business or in the reasonable opinion of the other party any of these events appears likely.

5.5 Return of Property - On the termination of the Contract each party will return to the other any property of the other that it then has in its possession or control. For the avoidance of doubt, where payment has been received and the course delivered, any property which forms part of the Deliverables shall remain your property.

**6. CONFIDENTIALITY**

6.1 Neither party will disclose to any third party without the prior consent of the other party any information which is marked confidential or is manifestly of a confidential or commercially sensitive nature as received from the other party for the purposes of providing or receiving Services. Confidential information is information which if disclosed in writing is marked confidential or if disclosed orally is confirmed in writing as being confidential. This restriction will apply for a period of 5 years from disclosure and will not apply to any information which:

6.1.1 Is or becomes generally available to the public other than as a result of a breach of an obligation under this clause; or

6.1.2 Is acquired from a third party who owes no obligation of confidence in respect of the information; or

6.1.3 The recipient is required by law to disclose.

**7. LIABILITY**

7.1 We will use reasonable skill and care in the provision of the Services and the preparation of any Deliverables.

7.2 We will indemnify you in respect of loss or damage suffered by you as a direct result of our providing the Services where this arises as a consequence of our negligence or omission. Such indemnity is limited to the amount paid or payable by you to us under this Contract.

7.3 The remedies available and the liability we accept under this Clause are the only remedies and to the extent permissible by law the absolute limit of our liability arising under or in connection with the Contract. All other liability is expressly excluded in particular but without limitation economic loss or failure to realise anticipated savings or benefits.

7.4 All warranties, conditions or terms other than those expressly set out in this Contract are excluded including but not limited to all implied statutory conditions, where such exclusions are permissible by law.

7.5 Any legal proceedings arising from this Contract must be brought within two years from the date when the party bringing the proceedings first becomes aware or ought reasonably to have become aware of the facts which give rise to the liability or alleged liability.

**8. GENERAL**

8.1 Sub-contracting - We reserve the right to employ agents and sub-contractors to assist us when providing any part of the Services.

8.2 Force Majeure - Neither party will be liable to the other for any failure to fulfill obligations caused beyond its reasonable control, including (insofar as beyond such control



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but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, services or raw materials in connection with the performance of this Contract.

8.3 Assignment - Neither party may transfer, charge or otherwise seek to deal in any of its rights or obligations under this contract without the prior written consent of the other party. Neither party may assign its rights or obligation under this Contract except that we may assign our rights and obligations to any legal entity established or authorised to take over all or part of our business.

8.4 Waiver - Subject to clause 7 no delay by either party in enforcing any of the terms or conditions of this Contract will affect or restrict our own rights and powers arising under the Contract. No waiver of any term or condition of this Contract will be effective unless made in writing.

8.5 Notices - Notices must be sent by prepaid registered post or faxed to the address of the other party given in this Contract or to any other address as the parties may have notified during the period of the Contract. Any notice sent by post will be deemed to have been delivered 48 hours after sending. Any notice sent by fax will be deemed to have been delivered on the first working day following its dispatch.

8.6 Amendment - Any amendment of this Contract will not be effective unless agreed in writing and signed by both parties.

8.7 Survival - The provisions of this Contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both parties.

8.8 Staff - It is a condition of engagement that you will neither engage nor make an offer of employment to, or accept an offer from, any of GTSS's staff involved in the provision of the Services for a period of one year from the completion of the Contract.

8.9 Working with Other Clients - We will not be prevented or restricted by anything in this Contract from providing services to other clients.

8.10 Entire Agreement - The Contract including the Terms of Engagement and any attachments or referenced documents forms the entire agreement between the parties relating to the Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. The headings in this Contract are included to make it easier to read, but do not form part of the Contract. In the event and only to the extent of any conflict between these Terms of Business and the Terms of Engagement, the Terms of Engagement will take precedence. In the event and only to the extent of any conflict between the Terms of Engagement and any reference or attached document the Terms of Engagement will take precedence.

**9. GOVERNING LAW**

9.1 Applicable Law - This Contract will be governed by and interpreted in accordance with the laws of Ireland.

9.2 Resolving Disputes - Should any question arise as to the interpretation of this Agreement or as to the execution of any order or work arising out of the same, or an appeal be made in relation to any decision, such questions or appeal shall be settled by discussion between the parties. Where both parties agree that it may be beneficial we will seek to have the dispute resolved by an independent arbitrator acceptable to both parties and a nominee of the President of the Law Society of Ireland. If the dispute is not resolved through discussion or by an independent arbitrator to our mutual satisfaction both parties agree that the Irish Courts will have exclusive jurisdiction in connection with the resolution of the dispute.