

Terms of Business Scheduled Courses For Individual Bookings

NMCI Services, a unit of Cork Institute of Technology ("NMCI", "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"). Our website www.nmci.ie contains an online booking system which allows you to immediately place bookings for our commercial courses; once you have created an account. Following placement of the booking, an automatic booking confirmation is emailed to you, which contains the details of the services we are to provide to you, the associated fees and joining instructions (the "Booking Confirmation"). These Terms of Business and the Booking Confirmation form the contract between the parties on foot of any confirmed booking made through our website (the "Contract").

1. THE SERVICES WE WILL PROVIDE

1.1 We will provide the services including the Training Courses described in the Booking Confirmation (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 Booking Confirmation (the "Deliverables").

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 on the website and/or Booking Confirmation, we will use all reasonable efforts to carry out our obligations in accordance with those course dates. However, course dates published on the website are intended for planning and estimating purposes only and are not contractually binding. In the event that we may have to cancel a course due insufficient bookings, we will use all reasonable efforts to inform you as soon as practicable and re-schedule your booking for another date and any charges, refunds or cancellations will be in accordance with clauses 1.5 and 4 below.

1.4 Location - The Services will be provided at the location(s) set out in the Booking Confirmation.

1.5 Changes to Services - Either of party may request changes to the Services as set out the Booking Confirmation. For the most part changes to Services will relate to course dates and attendance. In the event that we have to cancel a course, we will use all reasonable efforts to inform you as soon as practicable and re-schedule your booking for another date. In the event that you cannot attend the course on an alternative date, we will refund any prepaid fees in full. In the event of cancellation of a booking by you, please refer to Section 4 Fees, Payment and Cancellations. Both parties agree to work together to consider, and if appropriate, agree any changes.

2. DELIVERABLES

2.1 We will prepare the Deliverables listed or referred to in the Booking Confirmation, if any, and deliver these to you.

2.2 Acceptance - The Deliverables, if any will be provided on the course date at the location set out in the Booking Confirmation 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 – We will own the copyright in all Deliverables.

2.4 Freedom to Use Ideas - We will not be prevented or restricted by the 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 Joining Instructions set out in the Booking Confirmation.

3.1 Pre-requisites - You will be responsible for ensuring that you have the appropriate skills and experience to partake in the Services. You agree to provide us with any pre-requisites specified on the joining instructions included within the Booking Confirmation on the date of commencement of delivery of the Services. Pre-requisites include all your relevant certificates, qualifications and paperwork. Failure to provide us with your pre-requisites could result in us being unable to provide the Services.

3.2 Health – we may ask you to complete a medical questionnaire prior to commencement of the Services. If required by us, you must be in possession of a valid and 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. 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.

3.4 Payment for Services - You agree to pay for the Services pursuant to the terms set out in clause 4 below.

4. FEES, PAYMENTS AND CANCELLATIONS

4.1 Fees - Our fees are based on the price schedule published on our website. Any estimate given by us of any charge whether for planning or any other purpose will be given in good faith, but will not be binding. The fees contained in the Booking Confirmation will be binding.

4.2 Expenses – Payment of travel, subsistence and other expenses necessarily incurred by you 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 – Payment may either be by either credit card or debit card at the time of booking on the website.

Terms of Business Scheduled Courses

For Individual Bookings

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

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 the full 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 charge 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 you fail to attend a booked course then you shall pay the full fee.

5 TERM AND TERMINATION

5.1 Duration of Contract - This Contract will apply from the commencement date stated in the Booking Confirmation, if any, or where no commencement date is specified from the date the booking was made on the website. 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 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.

Terms of Business Scheduled Courses
For Individual Bookings

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 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 obligations 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 the Booking Confirmation 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 the client will neither engage nor make an offer of employment to, or accept an offer from, any of NMCI'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 for other clients.

8.10 Entire Agreement - The Contract including the Booking Confirmation 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 Booking Confirmation, the Booking Confirmation will take precedence. In the event and only to the extent of any conflict between the Booking Confirmation and any reference or attached document the Booking Confirmation 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.