

MTCS (UK) Ltd

STANDARD TERMS AND CONDITIONS OF SALE

1 BASIS OF SALE

- 1.1 MTCS shall supply the Customer (individual, company or organization) who shall purchase the Goods and/or Services in accordance with any written quotation of MTCS, or any contract signed between the two parties, or any written order of the Customer which is accepted by MTCS on and subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- 1.2 Acceptance of a quotation issued by MTCS will constitute acceptance of our terms and conditions.

2 ORDERS AND SPECIFICATIONS

- 2.1 No order submitted by the Customer shall be deemed to be accepted by MTCS unless and until confirmed in writing by MTCS authorised representative.
- 2.2 The Customer shall be responsible to MTCS for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving MTCS any necessary information relating to the Goods and/or the Services within a sufficient time to enable MTCS to perform the Contract in accordance with its terms.
- 2.3 The quantity, quality and description of and specification for the Goods and description of and any specification for the Services shall be those set out in MTCSs quotation (if accepted by the Customer) or the Customer's order (if accepted by MTCS).
- 2.4 No order that has been accepted by MTCS may be subsequently cancelled by the Customer, except with the agreement in writing of MTCS and in accordance with section 7. In the event of cancellation, the Customer shall indemnify MTCS in accordance with MTCS policy.
- 2.5 An order for goods or services will be deemed accepted by the customer (and subject to the terms and conditions of this contract) on either written acceptance of the proposal for services and quotation provided by MTCS or payment, in full or in part. Online training and competence packages are non-transferable after enrolment

3 QUOTATION

- 3.1 All quotations are valid for 30 days only or until earlier acceptance by the Customer.
- 3.2 MTCS reserves the right, by giving notice to the Customer at any time before delivery, to increase the quotation to reflect any increase in the cost to MTCS which is due to any factor beyond the control of MTCS (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities, description of or specifications for the Goods and/or the Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give MTCS adequate information or instructions.
- 3.3 Where training is delivered at customer or other premises, the Customer shall be liable to pay MTCS charges for transport, travel, accommodation, subsistence, special packaging and insurance, all of which will be re-charged at cost plus 15%. Travel by car is charged on mileage at £0.55/mile.
- 3.4 The quotation is exclusive of any applicable value added tax, which the Customer, if liable under UK and EU law, shall be additionally liable to pay to MTCS. This will be included on the final invoice.

4 PAYMENT

- 4.1 MTCS quote and invoice in pound sterling and payment from the customer must be made in pound sterling. Payment is required in full and one month prior to commencement in order to guarantee training dates and for each consignment of goods and/or supply of the services on placement of order, unless otherwise agreed by the parties in writing.
- 4.2 Existing clients who hold an agreed account to receive training, services and goods from MTCS, may at the sole discretion of MTCS order training, assessment, goods and associated services whereby payment is required 30 Days after the issue of an invoice by MTCS. This is generally not applicable to the delivery of training outside the UK which requires pre booked travel and accommodation.
- 4.3 MTCS reserve the right to request a deposit payment of 20% of the total quotation, which will be agreed in writing by the customer and MTCS and will constitute acceptance of the order.
- 4.4 If any payment to be made by the Customer to MTCS is overdue, MTCS reserve the right to charge interest, computed daily at an annual rate of 4% above the National Westminster Bank Limited Base Rate, until the sum due is paid.
- 4.5 Where any sum owed by the Customer to MTCS under this or any other contract is overdue, or if at any time the credit standing of the Customer has in the opinion of MTCS, been impaired for any other reason, MTCS may withhold any deliveries of Goods/Services due to be made and/or refuse to continue work under this Contract until arrangements as to payment or credit have been established which are satisfactory to MTCS.
- 4.6 In the event that such default continues for longer than 30 days MTCS shall be entitled but not bound (without prejudice to any other rights that they may have in respect thereof) to terminate this Contract forthwith and to dispose of any Goods that have been appropriated by MTCS to this Contract.

5 FORCE MAJEURE

- 5.1 Neither party shall be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactments of any kind, import or export regulations, strike lock-out or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident

6 CANCELLATION OF TRAINING COURSES

- 6.1 In the event of cancellation by the Client, the following charges will apply in addition to any costs incurred by MTCS, depending on notice given to MTCS:
20% of quoted price if more than 4 weeks (28 days) notice is given
100% of quoted price if less than 4 weeks (28 Days) notice is given
- 6.2 In the event of postponement, MTCS will endeavour to find a mutually agreeable date for delivery within 6 months. In the event that parties are unable to agree a suitable date within that period the above cancellation charges will apply if originally postponed by the client.
- 6.3 All assessment, verification and distance learning packages purchased from MTCS must be completed within 12 months of purchase

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**STANDARD TERMS AND CONDITIONS OF
TRAINING AND ASSESSMENT**

1 Accreditation

- 1.1 Accreditation refers to the assessment process and training delivery where applicable.
- 1.2 MTCS is not accredited by any Industry Trade Associations however follow guidelines issued by relevant Industry Trade Associations.
- 1.3 MTCS is a Worldwide Training Establishment Member of IMCA (Offshore Survey and Remote Systems & ROV Divisions)
- 1.4 MTCS is an EAL Approved Assessment Centre (EMTA Awards Ltd).
- 1.5 The Management Systems of MTCS are approved against ISO 9001:2015
- 1.6 The scope of activities includes the development and delivery of training courses and competence assurance programs within the marine and energy sector.

2 Assessment and Verification

- 2.1 Assessment will normally take place in the workplace by suitably qualified Skills Assessors/Witnesses.
- 2.2 MTCS will verify the assessment process that has taken place in the workplace.
- 2.3 Verification consists of ensuring the candidate's evidence is valid, authentic, sufficient and timely.
- 2.4 MTCS will where applicable, provide feedback on assessment to the Candidate, Assessor and Candidate's Employer.
- 2.5 MTCS will, where applicable, provide the Candidate with a certificate confirming their competence in a specific activity. Please note your certificate issue date will be the date that the verification was successfully completed, and your certificate will be valid for 3 years from that date.
- 2.6 A certificate will only be provided at the discretion of MTCS.
- 2.7 MTCS reserve the right to withhold certificates and assessment documentation where the Candidate/Client has failed to comply with 'Standard Terms and Conditions of Sale'.
- 2.8 MTCS will, where applicable, provide the candidate with an Action Plan on how to progress towards the next grade or remain at the existing grade within industry guidelines.
- 2.9 All assessment and verification services purchased from MTCS must be completed within 12 months of purchase. Online training and competence packages are non-transferable after enrolment

3 Training

- 3.1 Training refers to the delivery of courses at:
- MTCS Premises
 - Client Premises
 - Partner Premises
 - Onboard Clients Vessel.
- 3.2 Alternatively, training may be delivered via MTCS Online.
NOTE: Distance Learning courses need to be completed within 12 months of purchase.

- 3.3 The purpose of training is to:
- Develop the underpinning knowledge of the Candidate
 - Where applicable develop some of the skills of the Candidate.
- 3.4 Successful completion of training, including assessment, does not necessarily infer that the Candidate is competent in a specific activity or activities relating to the course content.
- 3.5 MTCS will endeavour to deliver the training course as detailed in the agreement/Purchase Order. MTCS will not be responsible for changes to the course that take place due to circumstances beyond the control of MTCS. For example, facilities, candidates, equipment, work schedules.

MTCS reserve the right to change the course schedule for reasons beyond the control of MTCS.

4 Competence

- 4.1 Competence may be defined as an individual having the following key criteria relating to a specific activity/activities:
- Knowledge
 - Skills
 - Experience.
- 4.2 In order to demonstrate competence a Candidate is required to undergo appropriate assessment in the workplace.
- 4.3 Assessment must be conducted by a suitably qualified Skills Assessor or Witness.
- 4.4 A suitably qualified Skills Assessor must be:
- Occupationally competent in the work activity/activities that they are to assess
 - Have undergone training as a 'Skills Assessor' in accordance with QCF (or equivalent) standards or guidelines.
- 4.5 A witness must be:
- Occupationally competent in the activities that they are to witness the candidates performance
 - Approved by their Employer and MTCS as a suitable Witness
 - Be familiar in the assessment process.
- 4.6 A Candidate will be assessed by appropriate Industry Standards or Guidelines issued by Trade Associations or similar (for example IMCA Guidelines).