

BPX Electromechanical Company Limited – Terms and Conditions for Training Courses

1. Basis of contract

- 1.1 Your order for training (**Order**) constitutes an offer by you to purchase training services (**Training**) from us in accordance with these terms and conditions (**Conditions**) to be provided to you or the individual or individuals nominated by you (**Delegate(s)**) at the training course as set out in the Order (**Course**).
- 1.2 Please note that we do not provide Training to consumers. You are a consumer if: -
- (a) you are an individual (i.e. not a limited company or a limited liability partnership); and
 - (b) you are acting for purposes (i.e. purchasing services) which are wholly or mainly for your personal use (i.e. outside your trade, business, craft or profession); or
 - (c) you are a consumer within the meaning given thereto under the Sale of Goods and Supply of Services Act 1980, the Consumer Rights Act 2022 or any other applicable consumer legislation in force from time to time.
- 1.3 By submitting an Order to us, you are agreeing and confirming that:
- (a) you are not a consumer; and
 - (b) you have the authority to bind any business on whose behalf you are seeking to purchase the provision of the Training.
- 1.4 Your Order shall only be deemed to be accepted when we issue a written confirmation of the booking to the email address you provide (**Booking Confirmation**) at which point and on which date a formal and binding contract between you and us (being BPX Electromechanical Company Limited a private company limited by shares registered in Ireland under company number 598929) shall come into existence in accordance with these Conditions (**Contract**).
- 1.5 We will not book any Delegate onto a Course or issue a Booking Confirmation to you until we have: -
- (a) received payment from you in full for the relevant Training to be provided; or
 - (b) received a valid purchase order where you hold an account with us pursuant to which we have agreed to provide you with credit terms.

- 1.6 The Contract constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract.
- 1.7 These Conditions apply to the provision of Training under the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Furthermore, our terms and conditions of sale do not apply to the provision of Training by us. The provision of goods (**Goods**) and/or non-Training services (**Other Services**) by us is governed by our separate terms and conditions of sale applicable from time to time which are available on our website (**Sale Terms**). If you submit an order to us containing an offer to purchase (1) Training and (2) Goods and/or Other Services from us: -
- (a) the part of your order relating to the provision of Training shall be deemed to be a separate order submitted by you to us governed by these Terms; and
 - (b) the part of the order relating to the provision of Goods and/or Other Services shall be deemed to be a separate order submitted by you to us governed by our Sale Terms.
- 1.8 Your particular attention is drawn to clause 9 in relation to our liability to you.

2. Provision of Training

- 2.1 We shall provide the Training: -
- (a) as described in the Contract in all material respects to the Delegates nominated by you in your Order; and
 - (b) materially in accordance with the requirements or direction of any applicable body or institution which regulates the provision of the Training (or any part of it) (**Accrediting Body**) to be provided pursuant to the Contract; and
 - (c) on the date, time and at the location as set out in the Contract or as otherwise agreed with you.
- 2.2 We shall have the right to make any changes to the Training (or any part of the Training): -
- (a) which do not materially affect the nature or quality of the Training; or
 - (b) which are necessary to comply with: -
 - (i) any applicable law;

(ii) the requirements or direction of any Accrediting Body;

(iii) any safety requirements,

and we shall notify you in any such event.

2.3 We shall have the right to change the trainer(s) of any Course and may further develop or update the content of any Course without prior announcement.

2.4 We warrant that the Training will be provided using reasonable care and skill but no warranty or undertaking is given in relation to the outcome or results of the Training provided.

2.5 The applicable law and regulations which may relate to the content of our Courses are subject to change from time to time and while every effort is made to ensure that the content of the Courses complies with, and reflects, the applicable law and regulations at the relevant time no warranty is given in this respect.

2.6 Where a qualification is gained by a Delegate pursuant to the Training through an Accrediting Body then such qualification may be subject to terms, restrictions, limitations and/or conditions imposed by the relevant Accrediting Body and it is your responsibility to check any such terms, restrictions, limitations and conditions which apply to the qualification whether imposed by the relevant Accrediting Body or otherwise.

2.7 We work with carefully selected third parties in relation to the provision of Training. Accordingly, the Training and any associated services may be provided and delivered by a third-party provider engaged by us (**External Provider**).

2.8 The Training we provide is only intended to be available to Delegates who wish to increase their personal competence as related to their job function. The Training is not intended to enable Delegates to provide corresponding training to third parties or colleagues (whether as a paid-for service or otherwise).

3. Your obligations

3.1 You shall:

- (a) ensure that your Order contains the number of Delegates to attend the Training together with any other information that we may require, as notified to you by us;
- (b) ensure that the terms of the Order and Booking Confirmation are complete and accurate and shall immediately notify us of any discrepancies or inaccuracies;

- (c) ensure that each Delegate meets any applicable course pre-requisite criteria set by us or any External Provider as notified to you before you submit your Order and/or as set out in any applicable Training criteria published by us or any External Provider from time to time (**Course Eligibility Criteria**);
- (d) ensure that each Delegate is made aware in good time of the requirements, location and start time of the Course at which the Training is to be provided as advised by us and/or set out in the Booking Confirmation;
- (e) ensure that we are notified of any special requirements of any Delegate (including but not limited to any dietary or accessibility requirements);
- (f) procure that each Delegate complies with the terms in these Conditions applicable to Delegates;
- (g) co-operate with us in all matters relating to the Training and the provision of the Training;
- (h) where the Training is to be provided at your premises: -
 - (i) ensure that the facilities at your premises from which we are to provide the Training meet the requirements of any Accrediting Body as may be notified to you (including in any site specification sheet provided);
 - (ii) provide us, our employees, agents, consultants, subcontractors and any External Provider, with access to your premises and other facilities as reasonably required by us or any External Provider including, where appropriate, advance access to set up and prepare the facilities for the provision of the Training;
 - (iii) ensure that any equipment which we or an External Provider specify is required to provide the Training is available, in safe working order and meets any specification notified to you;
 - (iv) obtain and maintain all necessary licences, insurances, permissions and consents which may be required before the date the Training is due to commence,
- (i) provide us with such information and materials as we may reasonably require in order to supply the Training, and ensure that such information is accurate in all material respects.

3.2 You shall be responsible and liable for any costs, losses, damages and expenses incurred or otherwise suffered by us in connection with any Delegate's failure to comply with the terms in these Conditions which apply to Delegates (including, without limitation, those set at clause 7).

- 3.3 If the performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Customer Default**): -
- (a) we shall without limiting our other rights or remedies have the right to suspend performance of the Training until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations;
 - (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 3.3; and
 - (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

4. Charges and payment

- 4.1 The charges for the Training shall be on a per Delegate or per Course basis as notified by us to you prior to you submitting your Order and as confirmed in the Booking Confirmation.
- 4.2 Where you purchase Training on a per Course basis then the number of Delegates we can permit to attend the Course will be subject to any maximum limit we notify to you.
- 4.3 The charges include the provision of Training, in-course refreshments and training materials but do not include travel, accommodation or any other costs.
- 4.4 Save where you have paid for the Training in advance, we shall invoice you at any time after the Course at which the Training was provided has finished.
- 4.5 In the event we offer you credit terms in our sole discretion and subject to our credit control procedures from time to time in force, you shall pay each invoice submitted by us:
- (a) by the last business day of the month immediately following the month of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by us.
- 4.6 Time for payment shall be of the essence of the Contract.

- 4.7 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Training at the same time as payment is due for the provision of the Training.
- 4.8 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Central Bank of Ireland from time to time or, if same is not permissible under law, the maximum of such lower rate as permitted under law. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 4.9 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting our other rights or remedies, set off any amount owed to us by you against any amount payable by us to you.
- 5. Non-Attendance**
- 5.1 Unless we agree otherwise in writing, if a Delegate fails to attend the relevant Course then you will remain liable for the associated charges of the Training in full.
- 6. Delegate Substitution & Cancellation**
- 6.1 The Training is to be provided to the Delegates nominated by you (including pursuant to clause 6.2) and no one else unless otherwise agreed by us in writing.
- 6.2 Subject always to your obligations at clause 3 (including but not limited to your obligation to ensure that a Delegate meets any applicable Course Eligibility Criteria), you may substitute a Delegate for another provided that you give us written notice not less than 1 clear Business Day before the start of the relevant Course.
- 6.3 Where we are to provide the Training directly: -
- (a) if you cancel the Training (or any part of the Training) and we receive notification of such cancellation over 12 clear Business Days before the scheduled start of the Training then we will not charge you for the cancellation and will refund any amount you have paid to us for the cancelled Training; or
 - (b) where you cancel the Training (or any part of the Training) and we do not receive notice of such cancellation over 12 clear Business Days before the scheduled start of the Training then you shall remain liable for the Training charges in full.

- 6.4 Where the training is to be provided by an External Provider and you wish to cancel, please contact us for a cancellation fee as this will depend on the corresponding cancellation fees imposed on us.
- 6.5 For the avoidance of doubt, the rebooking of a Delegate's attendance from one Course to another or the rescheduling of a Course at your request will constitute a cancellation of the originally booked Training and the provisions of clause 6.3(b) and/or clause 6.4 (as applicable) will apply where relevant.
- 6.6 Without prejudice to any rights we have under these Conditions, we may cancel or reschedule a Course at any time if the trainer due to deliver the Course is ill, if there are low Delegate numbers due to attend the Course (as decided by us in our sole discretion) or we are unable to deliver the Training as a result of events, circumstances or causes beyond our reasonable control (including, without limitation, any failure of our subcontracts and/or External Providers). We shall endeavour to inform you as soon as possible of the cancellation of the Training or the intention to reschedule, and in the case of rescheduling, we will offer you with a new date for the applicable Course (**Rescheduled Date**) that is reasonably convenient for you. If: -
- (a) we cancel the Training pursuant to this clause 6.6; or
 - (b) we notify you of a Rescheduled Date for the Training pursuant to this clause 6.6 and you give us written notice you wish to cancel within 2 Business Days of us giving you notice of the Rescheduled Date,

then we will not charge you for the corresponding Training and will refund any amount you have paid to us for any such Training.

7. Delegates

- 7.1 Delegates are required to: -
- a) use the materials and equipment made available for the Course with utmost care and diligence;
 - b) comply with the rules of conduct on the training premises, in particular with health, safety and accident prevention regulations, and follow any reasonable instructions of the Course trainer; and
 - c) refrain from making video and/or audio recordings of the Training and associated materials and from taking pictures on the training premises.
- 7.2 We reserve the right to refuse a Delegate's admission onto a Course and/or remove a Delegate from a Course in the following circumstances: -

- (a) the Delegate arrives for the relevant Course late (with reference to the Course start time as set out in the Booking Confirmation);
- (b) the Delegate does not have the necessary or correct equipment or clothing for the Course as set out in the course requirements;
- (c) the Delegate does not meet (or cannot prove he/she meets) any applicable Course Eligibility Criteria;
- (d) the Delegate does not produce at the Course sufficient identification as may be required;
- (e) the Delegate uses or attempts to use a mobile phone or other recording device during the Course (which is strictly forbidden);
- (f) the Delegate's conduct is in the sole opinion of the trainer delivering the Course inappropriate, dishonest, offensive, disruptive, unsafe, dangerous and/or in breach of any examination conditions;
- (g) the trainer delivering the Course in his/her sole discretion determines that the Delegate does not have the necessary skill or competency safely to take part or continue with the Course;
- (h) the Delegate's behaviour and conduct is such that the trainer delivering the Course feels in his/her sole discretion that the Delegate should be removed from the Course; or
- (i) the Delegate does not meet the conditions determined by any Accrediting Body as updated from time to time.

7.3 Where we refuse a Delegate's entry onto a Course or we remove a Delegate from a Course pursuant to clause 7.2 above, then we shall have no liability to you and you will remain liable for the associated charges for that Delegate's attendance at the Course in full.

8. Intellectual property rights

8.1 All intellectual property rights of whatever nature and arising anywhere in the world which apply or arise in connection with the supply of the Training shall be the sole and exclusive property of us and if applicable, our licensors and any External Provider we engage to provide the Training or any part of it. You shall not and shall procure that a Delegate shall not make any copies or reproductions or modify, or deconstruct any materials which relate to the provision of the Training or are otherwise provided to you or any Delegate.

8.2 Where we design and develop the content of a Course in collaboration with you then all intellectual property rights of whatever nature and arising anywhere in the world which apply or arise in connection with the design and development of such a Course shall be our sole and exclusive property. In addition, at your own expense you shall, and shall procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as we may require for the purpose of giving the full effect to this clause 8.2.

8.3 This clause 8 shall survive termination of the Contract.

9. Limitation of liability – Your attention is particularly drawn to this clause.

9.1 Nothing in these Conditions shall limit or exclude our liability which cannot be legally limited including, without limitation, liability for:

(a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or

(b) fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1: -

a) in no event shall we be liable for any loss of profits, goodwill or for any special or indirect or consequential loss arising under the Contract in delivering the Training. This clause shall prevail over any conflicting or inconsistent terms in the Contract, unless those terms further limit our liability;

b) we shall not be liable to you or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of our obligations if such delay or failure is due to (1) any cause beyond our reasonable control or (2) the failure by you and/or any of your Delegates to comply with these Conditions;

c) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid under the Contract; and

d) any implied terms as to the Training (including but not limited to section 39 of the Sale of Goods and Supply of Services Act 1980 (as amended)), are excluded to the fullest extent permitted by law.

9.3 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of your obligations under the Contract and (if such breach is remediable) fail to remedy that breach within 10 days after receipt of notice in writing to do so;
- (b) you fail or have failed to pay any amounts due to us under the Contract or any other contract between you and us by the due date for payment or you have otherwise breached or have exceeded any credit terms offered by us;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

10.2 Without limiting our other rights or remedies, we may suspend the provision of the Training under the Contract or any other contract between you and us if you: -

- (a) become subject to any of the events listed in clause 10.1(b) to clause 10.1(e) or we reasonably believe that you are about to become subject to any of them;
- (b) fail to pay any amount due under the Contract or any other contract with us on the due date for payment; and
- (c) you exceed your credit limit with us or are otherwise in breach of your credit terms with us.

10.3 If we suspend the provision of Training (or part of it) in accordance with clause 10.2 then any Training due to be provided to you (whether pursuant to the Contract or otherwise) will be treated as cancelled as at the date we

notify you of suspension and you will be liable for any charges pursuant to the provisions of clause 6.3 or clause 6.4 (as applicable).

- 10.4 On termination of the Contract for any reason, you shall immediately pay to us all of our outstanding unpaid invoices and any interest.
- 10.5 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11. Notices

- 11.1 Any notice given by you or us to the other under or in connection with the Contract shall be in writing and shall be: -
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the following addresses:
 - (i) notices to us: "BPXCorporate@bpx.co.uk" (or such other substitute or additional email address notified by us to you in writing);
 - (ii) notices to you: any email address you have used in placing orders with us or otherwise communicating with us in connection with any orders.
- 11.2 Any notice shall be deemed to have been received: -
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by e-mail, at 9.00 am on the next Business Day after transmission.

11.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. Non-Solicitation of our Employees and Contractors

12.1 In order to protect our legitimate business interests, you shall not (except with our prior written consent) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment or service of us any person employed or engaged by us in the provision of the Training at any time during the provision of the Training or any related services in the provision of the Course or for a further period of 6 months after completion of the Training other than by means of an advertising campaign open to all comers and not specifically targeted at any of our staff.

12.2 If you breach clause 12.1, you shall, on demand, pay to us a sum equal to 50% of one year's basic salary or the annual fee that was payable by us to that employee, worker or independent contractor plus the recruitment and management costs incurred by us in replacing such person.

13. General

13.1 In these Conditions: -

(a) **Business Day** means a day, except for a Saturday or Sunday, on which banks in Dublin are open for business generally; and

(b) a reference to writing or written includes email but excludes fax.

13.2 We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Conditions.

13.3 Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

13.4 You may only transfer your rights or your obligations under the Contract to another person if we agree in writing.

13.5 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.6 Each of the paragraphs of these Conditions operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 13.7 If we fail to insist that you perform any of your obligations under these Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.8 This Contract is governed by Irish law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the Irish courts.