

Terms and Conditions

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These terms and conditions form the basis of the Contract between the Client and SSA.

1 Definitions

SSA: Svitzer Salvage Academy

The Client: The Company or Individual responsible for Contracting with SSA in respect of this Contract. The Client is responsible for the actions of any of the Delegates whilst at SSA during the period of the course and will be accountable for all Charges relating to the Contract. The Client may also be a Delegate.

The Contract: This Contract between the Client and SSA.

The Course: Salvage Experience Master Class

The Delegate: A participant on the Course

2 General

2.1 Cancellation

In the event of a full or partial cancellation of the Contract by the Client

the following cancellation charges will apply:

- More than four weeks prior to the course: No charge.
- Less than 4 weeks prior to the course: 50% of the Contract Price.
- Less than 2 weeks prior to the course: 100% of the Contract Price.
- If Delegates on the course are replaced: No charge.

If a Contract involves sub-contractors to SSA and the Contract is cancelled by the Client due to circumstances on the Client's side any cost SSA are obligated for shall be re-invoiced to the Client.

SSA properly and reasonably reserves the right to cancel or terminate wholly or in part any Contract at any time and for any reasons.

2.2 Invoices

Courses will be invoiced upon registration and invoices from SSA will fall due in 14 days; ultimo the day before the start of the Course. All payments must be made in EUR and accompanied by an invoice number or details of the Contract. All associated bank charges must be paid promptly by the Client. VAT will be charged as appropriate in accordance with the relevant VAT Regulations.

2.3 Confidentiality

The Client undertakes that the Client and its Delegates, directors, employees, consultants and substitutes shall keep in the strictest confidence all business, technical or commercial information which may come into its possession during the completion of this Contract. Each party shall not disclose the same to any person or legal unit, unless disclosure is authorised in writing by the SSA.

2.4 Force Majeure

SSA will not be in breach of these terms and conditions or otherwise liable to the Client and/or a Delegate in any manner whatsoever (including negligence) for any failure or delay in performing its obligations under the Contract due to any Force Majeure Event(s). For the purpose of these terms and conditions, a Force Majeure Event shall mean any cause preventing SSA from performing any or all of its obligations which arises from or is attributable to any act, event, omission or accidents beyond the reasonable control of SSA, including, without limitation, travel delay, illness, strikes, lockouts or other disputes, protest, act of God, war, national emergency, an act (or suspected or threatened act) of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulations or direction, accident, breakdown of plant or machinery, fire, explosions, leak flood or storm, earthquake, adverse weather conditions, epidemic, or default of suppliers or subcontractors. In the event that due to a Force Majeure Event, SSA is (in its opinion) unable wholly or substantially to perform its obligations to a Client, SSA will promptly notify the Client accordingly and will refund any relevant deposit and/or pre payment paid to it in respect of the Contract to the Client.

2.5 Waiver of Liability

Every effort is made to ensure safety. However, Delegates are responsible for their own safety and accident insurance. Appropriate insurance cover should be obtained by the Client and/ or Delegate to indemnify SSA against claims which may be made against it in respect of loss or damage which SSA may suffer. Such insurance should also cover the risk of bodily injury or death to the Client/ Delegate/ members of the group. To the fullest extent permitted by law (whether in contract, tort (even by negligence), breach of statutory duty, restitution or otherwise SSA and its employees shall not be liable for: - any direct loss or damage to property of the Client and/or the Delegate or any direct or indirect or consequential loss (which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of bargain, depletion of goodwill and like loss) howsoever caused (including negligence) arising out of or in connection with any breach by SSA of any of the express or implied provisions of the terms and conditions: or - any inconvenience or loss caused to any party as a result of cancellation or termination under section 1.4 or - for death or personal injury to Clients or Delegates. Under no circumstances, including but not limited to negligence, shall SSA be liable for any direct, special or consequential damage, injury or loss that results from the use of, or the inability to use, the materials and knowledge provided by SSA, even if SSA authorized representative has been advised of the possibility of such damages.

2.6 Legal advice

Both parties hereby acknowledge that they have had an opportunity to take independent legal advice before signing this Contract. Both parties acknowledge that their contractual relationship is governed by this Contract as a legally binding agreement. Both parties acknowledge that this Contract is the whole agreement governing the contractual relationship between them. This Contract is governed by the laws of England, and any dispute will be settled by the High Court in London.

3 Svitzer Salvage Academy (SSA)

3.1 Course price

Unless otherwise specified course price includes instructor(s), preparations, materials, manuals and handouts. The course price does not include (not limited to) hotel and/or conference facilities, transportation costs for course participants to and from the course venue, any customization to course content or material, course expenses (specified in section 3.1.1), taxes (specified in section 3.1.2), visas & documentation (specified in section 3.1.3). All prices are exclusive VAT.

3.2 Course

Unless otherwise agreed, all material, instruction and lessons will be in English.

3.3 Intellectual property

All materials provided by SSA hereunder including but not limited to: Course materials, manuals, handouts, books, any customizations to same due to input from Client; are the intellectual property of SSA and are intended solely for use on the course as set out in this contract. They may not be reproduced, edited or transmitted to any other legal units or persons, or used in other training programmes not presented by SSA. This Agreement does not grant you any intellectual property rights. All ownership rights and copyrights remain within SSA. The Client agrees that it shall not permit anyone either to duplicate, edit or reproduce any materials in any manner without SSA's prior written permission.

4 SSA Conference Location

We are able to set-up and quote for courses in all locations. However we recommend conducting the Course at SSA's own facilities at Svitzer HQ in IJmuiden. When choosing SSA as facilitator we will as part of our service deliver all necessary facilities, AV-equipment, flipover, projectors, overheads, name signs etc. Please note that board and lodging for the Participants will be invoiced separately from SSA.

SSA can if fully booked, chose to relocate the course and/or the Client and the Delegates. Any such location will be at same or better standard than SSA. Any extra cost in relocation will be borne by SSA. All prices are inclusive of VAT.

5 General Client Obligations

All board and lodging costs at the Course venue are to be borne by the Client. If the Client chooses not to conduct the Course at SSA the Client will be responsible for arranging necessary facilities as specified by SSA, all local arrangements and any internal travel, lodging up to the usual international standard and transportation between instructor lodging and the Course venue.