TERMS AND CONDITIONS FOR ARRAY TRAINING

Version Date: 01/07/25

1. **DEFINITIONS**

1.1. In these Terms and Conditions:

"**Company**" means Array Training Limited, a company registered in Scotland with its principal office at Rigmar House, Hareness Circle, Altens Industrial Estate, Aberdeen, AB12 3LY.

"**Client**" refers to any company, organisation or other entity booking training on behalf of one or more individuals (the "**Attendees**").

"**Self-Sponsored**" is an individual who books and pays for training in a personal capacity, not through a company but is purchasing the training for purposes relating to their business, craft or profession.

"**Training Services**" means the delivery of standard or bespoke non-destructive testing (NDT) courses, training and associated examinations by the Company.

"**Working Days**" means Monday to Friday, excluding public holidays in Scotland.

2. **PRECEDENCE OF TERMS**

2.1. The Contract shall be governed exclusively by these Terms and Conditions. Any terms or conditions contained in a Purchase Order or other document issued by the Client shall be of no effect and shall not apply, even if not expressly rejected by the Company.

3. **BOOKING AND FORMATION OF CONTRACT**

Expressions of Interest

3.1. Enquiries made through the Company's website, including expressions of interest in a particular course or date, do not constitute a booking and shall not form a binding contract. These are treated as indicative only. The Company will respond with further information, including availability, pricing, and applicable terms.

Methods of Booking

3.2. Bookings may be initiated by the Client via the website, email, telephone, or other agreed means. A booking request made by the issuance of a Purchase Order by the Client shall not, in itself, constitute a binding contract.

Quotations

3.3. All quotations issued by the Company are valid for a period of thirty (30) days from the date of issue, unless otherwise stated in writing.

3.4. Where a Quotation includes an item for "Other Expenses," this refers to additional costs reasonably incurred by the Company in connection with the delivery of the training. These may include, but are not limited to:

- Meals and refreshments for trainers where required due to location or timing;
- Mileage, charged at £0.50 per mile;
- Parking fees;
- Public transport, taxi fares, or accommodation where applicable;
- Other expenses directly related to the provision of the training.

All such expenses are charged at cost plus a handling fee of 10%, unless otherwise agreed in writing. Receipts or records of such expenses will be available for inspection upon request.

3.5. A quotation is provided for information purposes only and does not constitute an offer capable of acceptance. The Company shall not be bound to provide any training or services

unless and until a Booking Confirmation has been issued in accordance with these Terms and Conditions.

Formation of Contract

3.6. A binding contract (the “Contract”) is formed only when the Company issues a written booking confirmation (the “Booking Confirmation”). The Company’s Booking Confirmation will reference, attach, or include a link to these Terms and Conditions, which shall apply in full to the Contract upon confirmation.

3.7. For corporate Clients, the Booking Confirmation will be issued only after:

- Receipt of a booking request;
- Receipt of a valid Purchase Order, where required by the Client’s internal processes; and
- The Company has provided the Client with a copy of, or a link to, these Terms and Conditions.

3.8. For Self-Sponsored Clients, the Booking Confirmation will be issued only after:

- Receipt of a booking request from the individual;
- The Company has provided the individual with a copy of, or a link to, these Terms and Conditions.

3.9. Until the Booking Confirmation is issued by the Company, no binding contract shall be deemed to exist, and the Company is under no obligation to reserve or deliver the requested training.

Minimum Participant Requirement for Initial PCN and SNT Courses

3.10. Where the Client books an initial PCN or SNT course, the Company requires a minimum of three (3) attendees in order to proceed with delivery of the course. If this minimum number is not met — whether due to insufficient initial bookings or subsequent cancellations reducing the number of confirmed attendees below the required threshold — the Company reserves the right to cancel the course.

3.11. The Company will provide the Client with not less than five (5) working days' notice prior to the scheduled course start date in the event of such cancellation. In these circumstances, the Company will offer to reschedule the booking at no additional charge to a date mutually agreeable to the Client and the Company.

3.12. Unless otherwise agreed in writing, a Client shall be limited to booking a maximum of two (2) attendees on any one initial PCN or SNT course. Where a Client wishes to book more than two (2) attendees onto the same course, then the Company may, at its absolute discretion and subject to availability, permit the additional attendees on the same course.

In such cases, the Client shall be required to make full payment for the booking prior to the course start date, and no refund shall be payable in the event of cancellation of the booking, regardless of the notice period provided.

Where a Client wishes to book five (5) or more attendees onto the same course, the Company may, at its absolute discretion and subject to availability, offer to deliver a dedicated or separately arranged course for that Client’s group.

4. VISION TEST NOTICE (PCN BOOKINGS)

4.1. All Attendees participating in a PCN course and/or examination will be required to undertake a vision test administered by the Company on the day of the examination, in accordance with PCN24/PSL44 requirements. These vision tests are conducted strictly for examination eligibility purposes, and copies of the completed PCN24/PSL44 documentation will not be released to Attendees or their employers.

4.2. It remains the responsibility of the employer to ensure that ongoing visual acuity testing is carried out and maintained for their employees in line with PCN24/PSL44 standards.

4.3. Where a vision test cannot be completed on the day, the Attendee may be required to re-book a Vision Test appointment.

- Corporate Clients must ensure their Attendees provide a company-headed vision test template at the time of the test.

- Self-sponsored Attendees must provide a blank vision test template.

Assistance with obtaining the appropriate template or making arrangements for the vision test is available from the Company's Booking Department at bookings@arraytraining.com.

5. CANCELLATION AND RESCHEDULING POLICY

Substitution of Attendees

5.1. Where the Client has booked training for one or more individuals, the Client may substitute attendees at no additional charge, provided that written notice is received at least two (2) working days before the scheduled training date. Substitutions are not permitted for Self-Sponsored individuals.

Rescheduling Requests – One per Booking

5.2. Each booking (whether for a single attendee or a group) may be rescheduled once only, subject to the following conditions and availability:

- A Self-Sponsored individual may request to reschedule their booking once, provided that written notice is given at least five (5) working days before the scheduled training.
- A corporate Client may reschedule a booking date once, whether this related to one attendee or the full group, provided that written noticed is given at least five (5) working days before the scheduled booking.

Any further rescheduling beyond the permitted one-time change will incur a charge of £25 per reschedule, unless otherwise agreed in writing by the Company

Short Notice Rescheduling Charges

5.3. Where any rescheduling request (within the one-per-booking limit) is received with less than five (5) full working days' notice, the following charges will apply:

- For bespoke courses, PCN and SNT courses charges equal to 50% of the total booking cost.
- For all other training courses and examinations, a charge of £50 (excluding VAT) per booking.

5.4. For self-sponsored attendees, any applicable rescheduling charge must be paid in full prior to the booking being rescheduled. For corporate Clients, the Company will raise a separate invoice using the same Purchase Order number as the original booking for the rescheduling charge. This shall be payable in accordance with the payment terms set out in these Terms and Conditions.

Cancellations

5.5. Where a cancellation is made with at least five (5) full working days' notice and the booking relates to a single attendee, no cancellation charge will apply.

5.6. Where the Client has booked more than one person on a course, ten (10) full working days' notice is required to avoid cancellation charges.

5.7. Where insufficient notice is given (i.e. less than the required 5 or 10 full working days, as applicable), the following charges will apply:

- For bespoke courses, PCN and SNT courses charges equal to 50% of the total booking cost.
- For all other training courses and examinations a charge of £50 (excluding VAT) per booking.

5.8. If an attendee fails to attend or arrive for their booked training or examination without prior notice, the full booking fee will remain payable.

5.9. No cancellation charges will apply to bookings for competency assessments or vision tests, provided that the company is notified prior to the scheduled date.

No Refund Policy for Approved Group Bookings (Initial PCN or SNT Courses)

5.10. Where the Company has agreed, at its discretion, to accept a booking for more than two (2) attendees on a single initial PCN or SNT course, the Client acknowledges that the full course fee is non-refundable in the event of cancellation by the Client, regardless of the notice period provided. This term shall override any general cancellation provisions otherwise applicable to standard bookings.

6. CLIENT RESPONSIBILITIES

Attendee Fitness and Safety Requirements

6.1. The Client shall ensure that any Attendee booked onto a course is physically fit and medically able to undertake any practical elements or physical tasks involved in the training. Where an Attendee may have a medical condition, physical limitation, or other relevant consideration that could affect their participation, the Client must notify the Company in writing prior to attendance so that appropriate arrangements or reasonable adjustments may be considered.

6.2. All Attendees are required to comply fully with the Company's health and safety policies and procedures at all times while on the Company's premises or during the delivery of training. The Company reserves the right to remove any Attendee from a course where there is a failure to adhere to such requirements or where their participation poses a risk to themselves or others.

On-Site Training Provision of Equipment and Facilities

6.3. Where training is to be delivered at the Client's premises or a location arranged by the Client, the Client shall ensure that the following facilities, equipment, and resources are provided and fully operational for the duration of the training:

(a) A suitable clean training room with good lighting, heating and ventilation, as well as tables, seating, and electrical power points for all Attendees and the trainer.

(b) A projector and screen or large display monitor, white nobo board complete with dry marker pens of different colours, writing paper, blank paper for drawings, and access to a photocopier.

(c) Practical training areas to accommodate the dirty environmental aspects with regards to magnetic particle methods. All such areas to be well ventilated with good lighting. All Attendees are to be familiar with the appropriate safety at work regulations related to the practical workshops.

(d) Inspection equipment calibrated and electronically tested for the Attendees. A full list of required equipment will be provided by the Company in advance of the training date. The Client is responsible for ensuring these items are available, safe to use, and suitable for the intended purpose.

(e) All Attendees are to have access to and use the correct PPE relevant to the inspection technique being applied.

(f) Material stock similar to that to be tested, to allow for practical application training and competency assessments / examinations.

6.4. Where training is to be delivered at the Client's premises or a location arranged by the Client, the Company will supply:

(a) All necessary trainings and lectures as required for the relevant NDT discipline.

(b) All training materials and training literature including homework exercises and practical exercises where required.

(c) Training portfolios, questions and answers, pens, pencils and rulers.

(d) All training and examination certification to meet the SNT/PCN requirements.

6.5. In the event that the booking is rescheduled or cancelled by the Client in accordance with the Cancellation and Rescheduling Policy, the Client shall remain liable for any non-refundable travel, accommodation, or other related expenses already incurred by the Company at the time of notice.

Feedback and Complaint Timeframe

6.6. Attendees are required to complete a feedback form prior to their departure from the centre at the conclusion of their booking. Any complaints or feedback must be submitted either during the booking period or within seven (7) calendar days following the end of the booking. The Company shall have no obligation to review or respond to any complaints or feedback received after this period.

7. PAYMENT AND FEES

Fees

7.1. The fees payable for the booking shall be as set out in the Company's invoice issued to the Client. All payments must be made to the account specified in the invoice, and in the currency stated, unless otherwise agreed in writing.

Payment Terms

7.2. Self-Sponsored Individuals: When a booking request is received the Company will issue an invoice for full payment. A Booking Confirmation will only be issued upon receipt of full payment of that invoice.

7.3. Corporate Clients: Unless otherwise agreed in writing, payment is due in full within forty-five (45) days of the date of the Company's invoice.

For new Clients making their first booking with the Company, full payment must be made prior to the commencement of the booking, regardless of whether the Training Services are delivered on-site or at the Company's premises. This requirement overrides the standard 45-day payment term for the initial booking only, unless otherwise agreed in writing.

Where the booking is to be delivered on-site at the Client's premises, the Company will issue two invoices:

- The first invoice, for 50% of the total booking fees, will be issued upon issuance of the Booking Confirmation.
- The second invoice, for the remaining 50% of the total booking fees, will be issued upon completion of the on-site booking services. The second invoice will in addition include any Other Expenses as provided by clause 3.4.

Both invoices shall be payable in accordance with this clause, unless alternative payment terms have been expressly agreed in writing.

Late Payment

7.4. In the event of late payment, the Company reserves the right to:

- Charge interest on any overdue amounts at a rate of 4% per annum above the Bank of England base rate, calculated on a daily basis from the due date until payment is received in full; and
- Recover any reasonable costs incurred in the collection of overdue sums, including legal fees and administrative charges.

Advance Payment for Group Bookings (Initial PCN or SNT Courses)

7.5. Where the Company permits a Client to book more than two (2) attendees on a single initial PCN or SNT course, full payment for the entire booking must be received prior to the scheduled course start date, regardless of the Company's standard payment terms. The Company reserves the right to withhold access to the course unless payment has been received in full.

VAT and Taxes

7.6. All fees are exclusive of Value Added Tax (VAT), which shall be charged at the applicable rate in force at the date of the invoice. Any other applicable taxes or duties shall be payable by the Client in addition to the fees, where relevant.

8. INTELLECTUAL PROPERTY

8.1. All intellectual property rights in the training materials, course content, presentations, handouts, examination papers, and any other materials provided or made available by the Company in connection with its services (collectively, the "Materials") shall remain the exclusive property of the Company or its licensors.

8.2. These rights include, but are not limited to, copyright, design rights, database rights, trademarks (registered or unregistered), rights in get-up or trade dress, layout, style, and overall presentation, and any other intellectual or proprietary rights, whether existing now or arising in the future.

8.3. Where a Client books training on behalf of individual delegates (such as employees or contractors), those delegates are granted a non-exclusive, non-transferable, revocable licence to use the Materials solely for their own personal training and professional development. Delegates must not copy, reproduce, modify, distribute, display, sell, or

otherwise exploit the Materials, in whole or in part, without the Company's prior written consent.

8.4. The Client shall ensure that all delegates are made aware of and comply with these intellectual property restrictions. The Client will be responsible for any breach of this clause by a delegate to whom it has provided access.

8.5. Nothing in these terms shall transfer any ownership of intellectual property rights to the Client or any delegate. Any unauthorised use of the Materials may result in legal action to protect the Company's rights.

9. CONFIDENTIALITY

9.1. The Client and all Attendees agree to treat as confidential any information provided by the Company in connection with the booking, including but not limited to course content, training materials, examination papers, model answers, marking schemes, delivery methods, pricing information, and any other proprietary or commercially sensitive information (collectively referred to as "Confidential Information").

9.2. Confidential Information may not be disclosed, shared, copied, reproduced, distributed, or otherwise made available to any third party without the prior written consent of the Company, except:

(a) where required by law or regulatory obligation; or

(b) where the information is already lawfully in the public domain through no fault of the Client or Attendee.

9.3. The Client is responsible for ensuring that its employees, representatives, and delegates attending the booking comply with this obligation of confidentiality.

9.4. Any unauthorised disclosure or misuse of Confidential Information may result in legal action and/or immediate termination of access to the Company's services and materials, without refund.

9.5. This clause shall survive termination of the Contract.

10. LIMITATION OF LIABILITY

10.1. The Company will use reasonable care and skill in delivering the Training Services.

10.2. Nothing in these terms shall exclude or limit the liability of the Company for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded or limited under applicable law.

10.3. Subject to clause 9.2, the Company shall not be liable to the Client (whether in contract, delict (including negligence), or otherwise) for:

(a) any indirect, special or consequential loss or damage;

(b) Loss of profit, loss of business, loss of revenue, loss of anticipated savings, or loss of opportunity;

(c) Loss of or corruption to data;

arising out of or in connection with the provision of the Training Services or the use or reliance on any materials provided.

10.4. Subject to clauses 10.2 and 10.3, the Company's total liability to the Client in respect of all other losses arising under or in connection with the provision of the Training Services, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by the Client for the relevant Training Services giving rise to the claim.

10.5. This clause shall survive termination of the Contract.

11. FORCE MAJEURE

11.1. The Company shall not be in breach of contract nor liable for any delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results

from events, circumstances or causes beyond its reasonable control. These include, but are not limited to:

- Acts of God, flood, fire storm, earthquake or other natural disaster;
- Epidemic or pandemic;
- War, armed conflict, terrorist attack, civil commotion or riots;
- Governmental actions, restrictions or regulations;
- Labour disputes not involving the affected party's workforce;
- Interruption or failure of utility service or telecommunications networks; and
- Failure of suppliers or subcontractors due to any of the above.

11.2. In such circumstances, the affected party shall be entitled to a reasonable extension of time to perform its obligations. The party affected by the force majeure event shall:

(a) Promptly notify the other party of the nature and extent of the event; and

(b) Use all reasonable endeavours to mitigate the effect of the event on the performance of its obligations.

11.3. If the period of delay or non-performance continues for more than 16 calendar weeks, either party may terminate the agreement by giving written notice to the other.

12. GOVERNING LAW AND JURISDICTION

12.1. These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the law of Scotland.

12.2. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Scottish courts.