

General Conditions of Tankterminaltraining (TTT)

1. Subject matter, conclusion of contract, relation of parties

1.1. These General Conditions apply for all training and certification programs delivered by Tankterminaltraining (TTT).
1.2 Only these General Conditions apply. Terms and conditions of business of the Principal do not apply, even if not explicitly stated by TTT. These General Conditions also apply if TTT knowingly renders services that are in conflict with the Principal's terms and conditions of business.

1.3. Whenever we are employed by two or more Principals who are not in agreement as to their instructions, we will be free to comply only with the instructions of the Principal who was first to notify us of our employment.

1.4. All training and education services and advisory reports are provided for the Principal's use only.

1.5. The relationship between the Principal and TTT (or its consultants) is that of a Principal and independent contractor.

Nothing contained in these General Conditions or underlying contracts will constitute or deem TTT or the consultant or any of its employees or agents to be a partner, employee or agent of the Principal.

2. Conducting training

2.1 TTT is responsible for conducting the agreed upon training or for contracting a third party to conduct such training and is free to choose any consultant for such purposes. TTT is entitled to transfer the duties of the contract to a third party to perform and to change the contents of training sessions as long as the objective of the training is not compromised. TTT may cancel training, change the date or time of training or designate the training location with advance notice.

2.2 TTT will make every effort to provide the participant of a training with all relevant knowledge during training sessions, as per the training plan and the current training documents.

2.3 TTT will conduct training on the Principal's premises, or at another mutually agreed upon location. Training is to be conducted during the dates specified by TTT in the quote and confirmed by the Principal in writing.

2.4 If training takes place on the Principal's premises, the Principal will provide the infrastructure necessary for training especially desks and computers, and is responsible for obtaining Internet connections if required. TTT can provide these services, particularly computers with pre-installed training software, on the Principal's premises or at an agreed upon location. The contract does not include this service, and the participant must reimburse TTT for these costs.

2.5 If the training or any part thereof is to be performed at the Principal's premises, the Principal shall ensure a safe work environment and the Principal agrees to comply with all applicable occupational safety and health legislation.

2.6. Participants will receive a certificate confirming participation upon completion of training on request.

2.7. Substitution of a participant of a training may be effected at request of the Principal at any time and no extra fee will be incurred.

2.8. Each training conducted is aimed towards education of the participant but participation in a training shall never be considered or construed as a guarantee for the prevention of loss, damage or accidents in a particular case or under particular circumstances.

3. Certification

3.1. The price of one certification examination entitles one participant to take one certification exam, independent from the result of the respective test.

3.2. Before the examination, the participant must identify himself or herself by showing a valid passport.

3.3. The use of any aids besides the certification software is forbidden during the certification examination. If the participant uses any other software, data, documents or persons, the examination will be stopped and the results of the examination will be not passed. The participant must pay the full certification fee, no refund.

3.4. Within 24 hours after the end of the examination, TTT will inform the participant of the examination results.

3.5. After passing the examination, the participant will receive the TTT Certification Kit (certificate, digital logos) by mail within three weeks if the original certificate cannot be given at the time of exam to the person attending.

3.6. After a successful certification exam, the participant has the right to use the TTT Certified title and logos for a period of ten years. This time can be prolonged only by successfully passing another certification examination.

4. Fees

4.1. TTT shall invoice the Principal for such fees and expenses as convened. VAT shall be added if required by the laws of the Netherlands.

4.2. Invoices must be paid in full without any set off or discount within 15 days from the date of invoice by remittance to our bank.

4.3. In the event payment is not made within this time frame, interest at the rate of 3% above EURIBOR shall become payable by the Principal without any demand or notice being required, such interest to accrue from the due date of payment until the date of actual payment.

4.4. At all times we will have the right to suspend the performance of training or further services for as long as any of our invoices remains unpaid.

4.5 Travel: Health and Safety. When the travel or flight time exceeds 8 hours, a business class ticket will be purchased and charged to the Principal in agreement with the Principal to prevent blood clotting or other physical risk of the instructors according to internationally adopted HSE standards issued and maintained by Major Oil Companies.

4.6 The Principal is responsible for secure local transport of the trainer from the arrival at the Airport to Accommodation to Training Location visa versa.

4.7. TTT may terminate the agreement or any scheduled training forthwith if the Principal fails for more than 14 days to pay any sum due when demanded, or if the Principal fails consistently to respond promptly to requests for information and/or instructions and fails adequately to respond to 14 days formal notice of such failure, without prejudice to our accrued rights.

5. Liability and limitations

5.1. TTT undertakes the services of the contract with reasonable care, skill and diligence, but it shall have no responsibility or liability whatsoever except insofar as the Principal suffers loss or damage in consequence of gross negligence or wilful default by TTT or its instructors.

5.2. Further and without prejudice to the general applicability of the foregoing conditions, any liability on the part of TTT shall not exceed a sum equal to the charges payable for the training concerned or the sum of EUR 20.000.— whichever is the lower.

5.3. However, TTT shall never be liable for delay in the performance of its services and for any consequential or indirect damages of the Principal, however caused.

5.4. All claims must be notified in writing to TTT within 1 month after discovery of the damage, stating the amount of the damage and its cause. Claims that cannot be settled amicably must be brought before the competent court within 12 months after the damage was discovered, under penalty of forfeiture of rights.

5.5 The Principal shall indemnify TTT and hold it harmless from all claims of whatever nature which may be made against it by third parties in connection with services rendered.

6. Termination or cancellation of contract or training

6.1. TTT may terminate the contract or any scheduled training forthwith if the Principal shall: have a petition presented for its winding up or administration which is not discharged within 14 days of presentation or any other action is taken with a view to its winding up (otherwise than for the purpose of reorganisation or amalgamation without insolvency), or become bankrupt or commit an act of bankruptcy, or make any arrangement or composition for the benefit of creditors, or have a receiver or manager or administrator or liquidator appointed in respect of any of its assets, or have anything analogous to any of the foregoing under the laws of any jurisdiction occur to it, or cease or threaten to cease to carry on business, without prejudice to the accrued rights of TTT.

6.2. TTT may, without being liable for damages or costs incurred by the Principal, at its sole discretion, terminate the contract or cancel any scheduled training in case of war, terrorist attack, occupation of territory, weather conditions that prevent flying, airline strike, diseases, quarantine or medical impediments or other acts of God.

7. Cancellations policy

For Cancellations by the Principal two months or more prior to the training start date, 90% of the fee will be refunded. For Cancellations between one and two months prior to the training start date, 60% of the fee will be refunded. No refunds are possible for cancellations received within one month of the training start date or “no shows”.

8. Valuations

8.1. All valuation work undertaken by TTT shall be on terms that, unless otherwise stated in writing, such work relates solely to the date and place referred to. Valuations are based on opinions only and are not representations of fact, nor do they carry with them any guarantee of the particulars of information on which our opinions are based. Valuations assume a willing buyer and willing seller and market conditions applicable at the time of valuation or such date as is expressly referred to. [Unless the opposite is true, surveyors should make it clear that the valuation is not part of a full condition survey, hence not warranty of condition or fitness for purpose is given.]

9. Confidentiality, copyright matters

9.1. All presentations, hand-outs and documentation (including examples and materials) presented during the training events, irrespective of whether they were made available to the participant in printed or electronic form, are protected by copyright in favour of TTT and other copyright holders.

9.2. These documents and the information contained therein are made available to the participant of the training for his/her exclusive personal use on the occasion of or after the training course.

9.3. The Participant shall not be granted any exclusive rights to these documents and information either, in particular no title.

9.4. Any passing on, copying or dissemination in whatsoever form is not permitted and persons found doing so may be prosecuted. If on the occasion of or in the course of the training works are created which are protected by copyright, TTT shall hold exclusive title thereto.

9.5. The Participant shall only be authorized to use such works protected by copyright under a license agreement to be concluded in the individual case.

10. Miscellaneous

10.1 In the event that any provision of these terms is held to be a violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from these terms and shall be of no force or effect and these terms shall remain in full force and effect as if such provision had not been contained therein.

10.2. Notwithstanding the foregoing in the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of an acceptable alternative provision.

10.3. These terms form the entire agreement between the parties and supersede all previous agreements and understandings between the parties, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the parties or their representatives prior to the communication of these terms.

11. Law and disputes

11.1. All agreements and these General Conditions shall be governed by and construed in accordance with the laws of The Netherlands.

11.2. Any dispute or difference arising, or claim made, between or by the parties out of or in relation to or in connection with a contract or the provision of trainings by TTT shall be submitted to the exclusive jurisdiction competent court of Rotterdam (The Netherlands).

11.3. For the highest quality purposes TankTerminalTraining is an officially recognized Learning Affiliate of the Energy Institute. Certification is based on the training programs developed and designed by TankTerminalTraining and are not ‘endorsed’ by the Energy Institute.