



TERMS AND CONDITIONS - FOR TRAINING AND PROFESSIONAL COURSES, EXAMS

General Conditions of Dive International Agency - Premises and definitions

- A. **Attendee, Candidates or Students** are considered individuals who intend to participate in the training courses offered by **DIA Training Partners** and who meet the requirements from time to time required for the courses.
- B. **Training Courses** mean the courses organized by DIA Training Partners at their facilities;
- C. **Exams** are the written tests at the end of the course, the oral repair tests, the re-examination.

Certificates and Competences:

- 1. Certificate of Completion of Training
 - 2. Competence Assessment Process
 - 3. Second-Party Assessment
- D. **Enrollment Request** or " Enrollment Application "means the form, filled in by the aspiring Candidate/Student, with all the required data and sent by the same to DIA Training Partner through the procedure provided on the Partner website, with which the enrollment request is formalized for the Training Courses organized by the Training Centre.
 - E. **Course Date** means the date scheduled by Training Provider and accepted by Customer on which the course shall begin.
 - F. **Course Price** means the charges set out in the Training Proposal payable by Candidate to DIA Training Partner for the Course/s.
 - G. **Training Proposal** means the formal offer issued by DIA Training Partner together with its attachments and any mutually agreed amendments or modifications thereto which may be offered by DIA Training Partner to Candidate/Student or Customer.
 - H. **Customer** means the entity or company to which DIA Training Partner is providing the training under the Contract. Customer shall be solely responsible for ensuring, through selection or otherwise, that each Attendee has the technical and language level necessary to follow the relevant course in the language in which it is dispensed.

Failure by an Attendee to attend a course as per the relevant confirmation, for any reason whatsoever, shall not entitle Customer to any course price reduction or any right to demand that the course be dispensed anew for the benefit of the absent Attendee.

- I. **DIA Training Partner** means the entity (**Training Provider**).
- J. **Obligations of Training Provider**

DIA Training Partner agrees to supply the courses to Candidate/Student and Customer, unless otherwise provided, the obligations of **DIA Training Partner** shall be limited to the delivery of the course at the agreed training premises and the delivery of the relevant training materials (25% theory and practical session under the supervision of **CRD Unit**).

- K. **Confirmation of Course attendance**

Candidate/Student and Customer shall confirm in writing their participation in any course. The confirmation shall refer to, or include as an attachment, and the Candidate/Student and Customer's confirmation shall be



received by **DIA Training Partner** at least one (1) month prior to the relevant course date. Upon receipt of the above confirmation, **DIA Training Partner** will proceed with the organization of the course.

In its confirmation, Customer shall indicate the number of attendees and notify of any reasonable special requirements relating to any of the Attendees. **DIA Training Partner** will endeavor to accommodate such special requirements if it is considered reasonable and practical to do so. Customer may request, in writing, to substitute an attendee or increase the number of attendees in an ordered course, provided that the relevant request is received at least thirty (30) days prior to the course date.

Candidates/Students and Attendees are required to:

- Use the materials and equipment made available for the course with the upmost care and diligence;
- Comply with the rules of conduct on the training premises, in particular with health, safety and accident/incident and near miss prevention regulations, and follow any reasonable instructions of the instructor;
- Refrain from making video and/or audio recordings and from taking pictures on training premises.

DIA Training Partner reserves the right to refuse to provide training to any candidate/student and attendee and to request that the Candidate/Student and Attendee be removed from the training facilities at any time if in the opinion of **DIA Training Partner**, the Candidate/Student and Attendee is unfit or unsuitable for any reason to attend or complete the course, or the behavior of the Candidate/Student and Attendee is in any way dangerous, offensive or would otherwise impede the proper educational activity of the course.

L. Postponement or cancellation of a course

Customer may request, by giving **DIA Training Partner** notice in writing in adequate advance, the postponement of a confirmed course, provided that, if the postponement request is received by **DIA Training Partner** less than fifteen (15) days prior to the course date, Customer shall pay a rescheduling charge equal to fifteen percent (15%) of the course price.

Customer may cancel a confirmed course at any time, provided that, in such event, Customer shall pay a cancellation charge equal to forty percent (40%) of the course price.

Rights to further claims are reserved by **DIA Training Partner**. This especially concerns cancellation costs for travel already booked to the Customer's premises (In-house) or to other any location, include accommodation and board in the centre facility.

DIA Training Partner reserves the right to cancel a course or reschedule a course date at any time and for any reasons. **DIA Training Partner** shall endeavor to inform Customer as soon as possible of the cancellation or rescheduling, and in case of rescheduling, to offer a new course date reasonably convenient for Customer. In case of cancellation, **DIA Training Partner** shall refund the course price to Customer without undue delay. Such refund will be the only remedy available to Customer in case of cancellation by **DIA Training Partner**.

M. Changes to the Courses

DIA Training Partner reserves the right to make a change in the contents, relocate the site of the courses and change the instructor/s. **DIA Training Partner** may further develop or update the content of the courses without prior announcement.



DIA Training Partner will endeavor to accommodate reasonable requests of changes relating to a course made by Customer after confirmation, if it is considered reasonable and practical to do so. In such case, **DIA Training Partner** will be entitled to increase the course price by fifteen percent (15%). **DIA Training Partner** and Customer will discuss and agree in good faith the date, time and contents of the modified Course.

N. Training materials

DIA Training Partner will provide each Attendee with a set of training materials in the Italian or English language specified in the Training Proposal.

Under no circumstances may the whole or any part of the training materials be produced or copied in any form or translated into another language without the prior written consent of **DIA Executive**.

O. Logistics

The following terms will apply, if the courses are held on **DIA Training Partner's** premises:

- No logistic services will be provided to the Attendees other than those expressly set forth in the course;
- Candidate/Student and Customer shall be responsible for making all travel arrangements and for bearing the full costs of all travel, accommodation, meal and other expenses incurred by the Candidate or Attendees in relation to the course, if not included in the course price.

DIA Training Partner shall not be responsible for any of such non-refundable expenses in case of cancellation or rescheduling of the course.

The following terms shall apply, if the courses are held on Customer's premises:

- Customer will provide adequate training room/s, facilities and other necessary resources, including, but not limited to, whiteboard, overhead projector with markers of various colors, video-projector, flip charts, worksite, operational scenarios, etc.;
- Customer will provide **DIA Training Partner**, its subcontractors, instructors, consultants and employees, in a timely manner, with access to the training facilities;
- Customer will provide local co-ordination through a representative who shall be the official interface between the safety manager/instructor and the Attendees;
- **DIA Training Partner** will make all travel arrangements for its subcontractors, safety managers/instructors, consultants and employees and Customer shall reimburse **DIA Training Partner** for all reasonable travel expenses.

P. Prices, Payments and Taxes

Except as otherwise provided, Customer will pay **DIA Training Partner** all invoiced amounts in Euro or other currency and without any set-off whatsoever (including, without limitation, set off under other contracts with **DIA Training Partner** or its Affiliates). **DIA Training Partner** may invoice Customer for the course and travel costs at any time after completion of the course. Customer shall pay **DIA Training Partner** all invoiced amounts within thirty (30) days of the date of the invoice.



DIA Training Partner will be responsible for, and will pay directly, any and all corporate income taxes and individual taxes imposed on **DIA Training Partner** and its employees by the legislation of the country of incorporation of **DIA Training Partner** and/or performance of the course.

DIA Training Partner taxes do not include any tax imposed by the country where the course is performed that are levied on the scope of work performed outside such country.

If Customer deducts or withholds **DIA Training Partner** taxes from the course price, for each deducted or withheld amount of **DIA Training Partner** taxes, Customer will provide **DIA Training Partner**, within one (1) month from payment, with the official receipt issued by the appropriate governmental authority to which the **DIA Training Partner** taxes have been paid. If Customer does not return the official receipts timely as prescribed, Customer will indemnify **DIA Training Partner** for an amount equal to that withheld.

Customer will promptly inform **DIA Training Partner** about the revocation, expiry or any other change to the mentioned exemption by means of written communication sent to **DIA Training Partner**. If such communication is late or does not occur, the Customer will compensate the **DIA Training Partner** of any tax, duty, fee and fine, penalties, interest and Court costs arisen for the **DIA Training Partner**.

The course price does not include any tax, duty, fee, or charge, including but not limited to VAT, GST and other sales, turnover, consumption or service taxes, or corporate income tax levied by any governmental authority other than the **DIA Training Partner's** country of incorporation. Should any of such taxes be applied, they will be entirely borne by Customer and they will be added to the course price.

Should the Course Price exceed (Euro or other currency), upon request from **DIA Training Partner**, Customer will set up acceptable payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee in the amount of the course price and issued or confirmed by a bank that is acceptable to **DIA Training Partner**.

Q. **Privacy**

Customer will keep private and shall not disclose without the prior permission in writing of **DIA Training Partner**, any technical or commercial information which it has acquired during the course or as a result of discussions, negotiations or other communications with **DIA Training Partner**.

R. **Warranties and liability**

DIA Training Partner will conduct the course in accordance with the description made in the Training Proposal and will use reasonable endeavors to ensure that any course provided is dispensed with reasonable skill and care and will follow practices accordant with the professional standards in the commercial diving, marine and underwater technology, health and safety, security sector.

In no event will **DIA Training Partner** or its subcontractors be liable for any loss of profits, or goodwill or for any special or indirect or consequential damages in delivering the course/s. This will predominate over any conflicting or conflicting terms, unless those terms further restrict **DIA Training Partner's** liability.

DIA Training Partner will not be liable for any practical use made by the Attendees, Customer or any agent or employee of Customer, of the information contained in the courses or any related training material.

Customer will indemnify **DIA Training Partner** against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by **DIA Training Partner** arising out of or in connection with:

- any breach of Customer, its employees, agents or subcontractors or any of the Attendees;



- any negligence or other tortious conduct of Customer, its employees, agents or subcontractors or any of the Attendees; and
- any claim made against **DIA Training Partner** by a third party for death, personal injury or damage to property which is attributable to the acts or omissions of Customer, its employees, agents or subcontractors or any of the Attendees.

S. **Force Majeure**

DIA Training Partner will not be liable or will be considered to be in breach of its obligations, if the execution of these obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, acts of God or omissions of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, civil unrest, riot, delays in transportation, or car shortages; or acts (or omissions) of Customer or Customer's suppliers or agents. **DIA Training Partner** shall notify Customer in the event of any such delay. The course date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. **DIA Training Partner** shall notify Customer, as soon as practicable, of the revised course date.

T. **Exams**

DIA Executive will appoint the **CRD Unit** personnel who will be authorized to attend exams, repair tests, reviews, competence assessments. In addition, **CRD Unit** personnel will verify that these tests are performed properly and in accordance with **DIA Standards**. The **CRD Unit** will ensure that exams are delivered effectively. During these phases the student will have to complete the task without the support of other people and colleagues. If this is not done, the exam becomes null and void. It will be void even if the commission (**DIA Executive**) suspects in any way that the exams, tests, reviews are copied or similar.

CRD Unit personnel will support students as reasonably as possible and in accordance with **DIA Standards**. Upon completion of time, students will be required to submit exam answer sheets and **CRD Unit** personnel will verify that they are complete and clear.

In the event that a student does not reach 80% of the correct answers, he will be able to participate in the oral repair exam. If the student fails to pass this exam, he will be able to take another exam.

Candidates whose exams are void or failed will be able to take another exam after one month. This review involves the payment of 300 Euros.