

Conditions

1 Validity

- 1.1 *Prices and course content at the time of publishing will be honoured for all courses where conformation of participation has been received.*
- 1.2 *Prices and course content may be adjusted from time to time at the sole discretion of MVE.*

2 Definition

- 2.1 *"Client" means the company in receipt of this document as defined on page one of the quotation.*
- 2.2 *"MVE" means Midland Valley Exploration, a company organised under the law of England with its registered office at The Chapel, 378-380 Deansgate, Manchester, M3 4LY, Trade Register No. 1771405*
- 2.3 *"Work Schedule" means the detail of works as laid out in the quotation.*

3 Work Schedule and place of Work

- 3.1 *Any changes to the agreed work program or deliverables as specified shall be agreed by exchange of detailed confirmation by mail, or electronic mail. Where such changes are agreed MVE reserves the right to vary the charges specified accordingly and training will not commence until agreement is reached.*

4 Client Responsibility

- 4.1 *Client will responsible for the booking and payment of any travel and accommodation requirements to allow them to attend the course. No discount or refund will be given in relation to the course attendance for any circumstance relating to the accommodation or travel of an attendee.*
- 4.2 *If the client has any particular requirements including but not limited to; dietary, access or technical they should inform MVE at the earliest possible date and whilst MVE will endeavour to accommodate all requirements it cannot be guaranteed. MVE will not be liable for any costs incurred by the Client relating to items which MVE consider additional to those provide in the normal course of training.*
- 4.3 *Place at these courses are often limited, it is the responsibility of the Client to ensure that should they wish to cancel or postpone attendance that this is done to at the earliest possible date and that their cancellation notice is confirmed by Midland Valley. Confirmation of cancellation shall be done so through email to the address used to register for the specified course.*

5 Material to be Supplied by MVE

- 5.1 *MVE will provide a location and hardware deemed reasonable by MVE for the delivery of the training unless agreed otherwise.*
- 5.2 *MVE will provide all training materials required to meet the course objective.*

6 Limitation of Liability

- 6.1 *MVE does not assume any responsibility for any loss or damage arising from use or possession of material supplied by MVE. It is hereby expressly agreed that all conditions and warranties express or implied statutory or otherwise are excluded.*
- 6.2 *MVE accepts no liability for any loss or damage resulting from cancellation or movement of dates of a course for any reason, including but not limited to travel costs or loss of profit.*

7 Cancellation

- 7.1 *Cancellation of registration for a course by the client will result in:*
 - 7.1.1 *Within one month of the date of commencement the Client shall be liable for 25% of the total course cost.*
 - 7.1.2 *Within 10 working days of commencement the Client will be liable for 50% of the total cost of the course.*
 - 7.1.3 *Within 5 working days of commencement the Client will be liable for 100% of the total cost of the course.*
- 7.2 *Cancellation of course by MVE for any reason will result in:*
 - 7.2.1 *Refund of any fees already paid to MVE for the course.*

8 Ownership

- 8.1 *Title, copyright and all other proprietary rights to and data supplied by MVE will remain with that party. In addition where new discoveries are made during the course of the work then all rights to these are that of the company unless otherwise specified in the quotation.*

9 Confidential Information

- 9.1 *All information relating to Client and any aspect of Client commercial operations, including information relating to Affiliates or non-Affiliated third parties, which is made available to MVE Client in connection with this Agreement shall be held strictly confidential by MVE and shall not be traded, published or otherwise disclosed to anyone in any manner whatsoever, or photocopied or reproduced in any way without the written consent of the Client notwithstanding termination of this Agreement.*
- 9.2 *The foregoing obligation of confidence will not apply to information in the public domain other than through an act or omission of MVE, or information derived or received by MVE independently of this Agreement.*

10 Construction and Applicable Law

- 10.1 *This Agreement and all the terms provisions and conditions of this Agreement and all questions of construction validity and performance hereunder shall be governed by English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts.*
- 10.2 *The headings of Clauses in this Agreement are included herein for convenience and shall not be considered in construing this Agreement.*

11 Notices

- 11.1 *Any notice given hereunder shall be deemed to have been sufficiently served if sent in writing by prepaid certified mail or communicated by fax addressed to the last known address of the addressee and the same shall be deemed to have been served when in the ordinary course of transmission it would have been received.*

12 Invoicing and Payment Terms

- 12.1 All purchase orders related to this purchase order should be sent to:

Midland Valley Exploration Ltd.
2 West Regent Street, Glasgow, G2 1RW, United Kingdom
Tel: +44 141 332 2681 Fax: +44 141 332 6792

- 12.2 ***Invoices will be rendered prior to commencement of the course and should be paid in advance of the first day of the course.***
- 12.3 *Quotation is exclusive of all taxes, which might apply. In any country other than the UK where such taxes are payable by Midland Valley, this must be notified to Midland Valley in writing in advance of purchase and such sums will be added to the amount quoted.*
- 12.4 *No deductions from the quoted charges are permitted for any reason including local taxation unless agreement is made in writing in advance of purchase.*
- 12.5 *Unless otherwise stated, expenses will be invoiced at cost.*