

TRAINING COURSE TERMS & CONDITIONS

1. Definitions – In these terms:

'MKB International est.' Is registered the Sultanate of Oman with CR NO: 1403335 is at: P.O.BOX 63 P/C 108 Al Muzn Mall Sultanate of Oman.

'Services' means any training services supplied by MKB International Est. to the Client, including Online training services.

'Public Access Courses' refers specifically to scheduled courses or Online training courses delivered by MKB International Est. on which members of the public may book a place.

'Client' means any person (including a Consumer), company or organisation to whom MKB International Est. contracts to supply Services.

'Consumer' means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

'Delegate' means any person sent or authorised to represent others from a client's company or organisation.

'e-learning' means training delivered electronically and remotely, on-line, to the trainee via the Client or delegate's computer.

'In-company tailored Training' refers to courses normally delivered at the Client's own venue or at a venue arranged by the Client.

'Tailored Courses' refers to customised courses with substantial design and development or tailoring.

2. Acceptance

Any written quotation for Services such as Tailored Courses or In-company Tailored Training will remain open for acceptance for 90 days from the date of dispatch and thereafter will lapse unless otherwise stated in writing.

3. Booking a Course

3.1 It is the responsibility of the Client to ensure they are familiar with the full course description as advertised on the MKB website and they meet the criteria for attendance. If unsure please contact the MKB Training team before booking. Some courses may require preparatory work.

3.2 To book on a MKB course the client must purchase the course on the MKB website. Payment can either be done directly via credit card or via an invoice. If there are any problems with the website, the client may also call the MKB Training team to purchase the course, in which case payment via credit card is required. By submitting an application, the client is confirming their availability and intention to attend the MKB course and by doing so the client accepts these terms and conditions. MKB will confirm receipt of the booking in writing to the email address provided.

3.3 Courses do not include overnight accommodation unless otherwise stated.

4. Payment

4.1 Payment of a booking on a Public Access Course is due immediately at the time of booking. Upon confirmation of payment, the booking will be confirmed in writing to the email address provided. Once the booking has been confirmed full course joining instructions are typically sent out four weeks prior to course delivery, if applicable.

4.2 A booking on a Public Access Course, where payment is not immediate, will not be confirmed until payment has been received; however, acknowledgement of the requested booking will be provided, together with the invoice, to the email address provided. MKB reserve the right to re-allocate the place to another Client if fees are not paid on time. Payment of an invoice is required immediately.

4.3 Payment of tailored in-company? house Training or Tailored Course delivery is due in accordance with the quotation or the contract concluded with the Client for the course.

5. Course Fees

All fees on the MKB website are current at the time of publishing. However, MKB reserves the right to change them before a booking is made. In any event, MKB reserve the right to refuse admission if payment has not been received prior to attending a course. All fees are inclusive of course materials, refreshments and lunch, where applicable, but exclude all other meals, accommodation and transportation unless otherwise stated. All fees are payable in Omani Rial (OMR).

6. Confidentiality

All documentation made available by the Client during the course of provision of the Services shall remain the property of the Client and shall be treated as confidential, and shall not be disclosed to any third party, without written consent.

This does not apply if the documentation was or comes into the public domain other than by default by MKB or if MKB is required by law to disclose it.

7. Intellectual Property

7.1 Unless specifically stated otherwise, all intellectual property rights including copyright, in training course material are, remain and shall vest in, and be the absolute property of, MKB.

7.2 MKB makes every endeavour to ensure the accuracy of its training content but does not accept liability for any errors or omissions. Course material does not necessarily reflect the official viewpoint of any Civil Aviation Authority.

8. Cancellations, Transfers, Substitution and Non-attendance

8.1 **Cancellation Policy – MKB** – MKB reserves the right to cancel on less than 4 weeks' notice in which case MKB will reimburse reasonable at any time if there are insufficient numbers of Delegates. MKB will endeavour to give reasonable advance notice but cannot guarantee this. Should an event be cancelled, all fees paid will be refunded. No reimbursement will be made for travel arrangements already made by the client unless MKB cancels the course on less than 4 weeks' notice when MKB will reimburse reasonable travel costs incurred.

8.2 **Cancellation Policy – Client** – Where a contract with a Client who is a Consumer is concluded on a distance selling basis (see below), the Client has the right to cancel at any time within 14 days after booking, and before the delivery of the training Services, subject to the below-mentioned cancellation policy. Cancellation instructions must be received by MKB prior to the course in any event.

A contract concluded with a Client on a "distance selling basis means; a contract concluded between MKB and a Client under an organised distance sales or service-provision scheme without the simultaneous physical presence of the MKB representative and the Client, with the exclusive use of one or more means of distance communication, such as by electronic means, up to and including the time at which the contract is concluded.

If a course has been fully paid and the client has got access to training material (e.g. blended learning, e-learning, pre-course reading), the Client has the right to cancel but will be charged with a cancellation charge of 100% of the course fee.

If the Client has not yet paid, and therefore has not yet received access to the course material, cancellation is possible according to the following timelines and will incur the following cancellation fees. These are deductible from any pre-paid fees or otherwise are payable by the Client:

| Cancellation Date | Penalty Applied |
|--|--------------------|
| More than 4 weeks prior to commencement | No Charge |
| 2-4 weeks prior to commencement | 50% of course fee |
| Less than 2 weeks prior to commencement | 100% of course fee |
| Failure to attend (other than by cancellation) | 100% of course fee |

8.3 Delegate Substitutions – A Client can send a Delegate to use their booking (instead of the Client) on a course at any time free of charge. Notice of Delegate substitution must be received in writing by MKB, i.e. as an email to info@mkbinternational.org

8.4 Transfers – If a Client needs to transfer their booking to a later training date or to a different course, the following transfer charges will apply:

| |
|---|
| 1 free Transfer |
| Any subsequent transfer an admin fee of 25 OMR will apply |

The transfer option only applies to Clients or Delegates transferring to a different date within the same calendar year on the same course. Where MKB have no further dates for that calendar year, the Client will be liable for the difference in any course fee increases in addition to the transfer charges applicable. MKB reserves the right to change its training course portfolio at any time and cannot guarantee that a change to a later date will be possible. Where a transfer is not possible the change will be handled as per the Cancellation policy.

The revised course date must be specified at the time the transfer is requested. If that transfer is then later cancelled and/or the Client or Delegate fails to attend, the full course fee including the transfer charges remains payable in accordance with the cancellation policy.

Any applicable refunds owed to a Client will be returned once the transfer/cancellation process is completed by MKB.

9. Changes to Type of Delivery, to the course content, and assigned trainer.

For classroom delivery courses (included blended deliveries), MKB will take all practicable measures to deliver classroom delivery face to face, unless in circumstances where the course delivery via an online method (e.g. Skype) is necessary to mitigate any known public health or safety risks (e.g. the building is unsafe etc.) MKB's courses are constantly updated and improved and MKB reserves the right to alter any of the courses' content or the assigned trainer without prior notice.

10. In-company Tailored Training

The Client shall provide MKB with such co-operation, assistance and facilities, as MKB reasonably requires for the execution of any In-company Training event.

11. Conditions of Enrolment

In all cases, the completion of the online purchase of a course or written acceptance of a quotation is deemed to constitute confirmation of acceptance of a course and meeting any criteria as applicable to the course (see section 3 above). MKB will not be held liable for any Client who has booked the incorrect course; in such an event all conditions of these terms and conditions apply. Please contact the MKB Training team immediately should such an error have occurred.

Tailored courses may be subject to terms and conditions laid down in a separate contract between MKB and the Client. Should no such contract exist, the terms and conditions of service described here shall apply.

12. Sub-contractors

The Client recognises and agrees that MKB may use sub-contractors for some or all of the Services, including delivery of training courses. Notwithstanding the fact that MKB may use sub-contractors for Services to be performed under this agreement, MKB shall remain completely responsible for all actions of such sub-contractors relative to the Services which are the subject of this agreement.

13. Use of MKB Personnel

For the purposes of this clause,

13.1 'Relevant Person' means any trainer or manager or any other person who shall have been engaged either as an employee or independent Contractor by MKB and who shall have provided services for such Client through MKB within the 12 months preceding the use of their services by the Client and an associate as aforesaid.

13.2 On acceptance of a quotation or on purchase of a course, the Client confirms that he will not use the services of any Relevant Person directly and other than via MKB. In the event that the Client or an associate uses the services of a Relevant Person other than pursuant to a contract with MKB, the Client shall pay:

- Where the Relevant Person becomes an employee of such Client or associate, a sum equal to 17.5% of the gross annual remuneration of such Relevant Person or a sum of 3,000 OMR, whichever shall be higher and in any other case, the sum of 3,000 OMR (exclusive of VAT).
- This Clause does not apply to a Client who is a Consumer.

14. Exclusions and Limitations of Liability

14.1 MKB will accept liability for personal injury or death or for loss of or damage to property caused by its negligence or by its staff or consultants whilst acting within the course of their employment or duties. MKB does not accept any responsibility for the security of personal items at any venue.

(a) Otherwise MKB's maximum liability to the Client (whether for breach of these Terms or in negligence in connection with the Services or their provision or not as the case may be) shall not exceed the greater of 100% of the total of the Charges and other sums which would be payable to MKB under this Agreement; or

(b) 25,000 OMR maximum in the event of a third-party claim in respect to personal injury or death.

14.2 MKB shall not be liable for any special damages or for any indirect or consequential losses or expenses (including loss of contracts, savings, business or goodwill) that are incurred by the Client as a result of the Services provided (or not as the case may be) howsoever they are caused and even if MKB was aware of the possibility of those occurring when it entered into this contract.

14.3 The Client agrees to waive any claim in negligence it may have against MKB's staff or consultants personally in connection with their performance of the Services but without prejudice to any claim it may have against MKB under this Agreement or in negligence as a result of their acts or omissions.

14.4 Each sub clause hereof is independent of each other sub clause and shall be construed separately so that the invalidity of any one sub clause shall not affect or invalidate any of the other sub clauses.

15. Indemnity

15.1 The Client shall indemnify MKB, its members, staff and consultants against any actions or claims brought against them by any third party in connection with the Services, and against any liabilities, including any legal costs, any damages and any expenses arising from or incurred due to or in connection with such actions or claims, except and to the extent that the actions or claims are brought as a result of the negligence or other tortious default of, or for breach of third party party's intellectual property rights by, MKB, its members, staff or consultants.

15.2 The parties agree that for the purposes of Section 1 of the Contracts (Rights of Third Parties) Act, MKB's members, staff and consultants may enforce this indemnity against the Client.

15.3 MKB shall give the Client immediate written notice of any such action or claim on the recognition of the same and shall provide the Client with such assistance and co-operation in connection therewith as may reasonably be required by the Client.

16. Venues

16.1 MKB reserves the right to change the venue location at any time if this becomes necessary. Should a venue change, the Clients will be notified. MKB will reimburse the Client for any reasonable expenses incurred by the Delegate or Client as a result of it having to make unavoidable, alternative travel arrangements as a result of such change of venue.

17. VAT

VAT is applied to all fees at the current standard rate where applicable in the Sultanate of Oman on the provision of the Services.

18. Data Protection Notice

MKB will hold Client (where the Client is an individual) and Delegate contact details and personal data on its database and this will be processed in accordance with the Data Protection Act and or General Data Protection Regulation, as appropriate. MKB will retain the data and will only use it to communicate with Client in respect to MKB related issues and to provide information that may be of future interest to the Client.

19. Force Majeure

MKB shall not be liable for any delay or failure to perform or comply with any obligation or warranty under this Agreement to the extent that the delay or failure is caused by any factor outside its reasonable control (referred to herein as "force majeure"), including (without limiting the generality of the foregoing words) inclement weather, storms, floods and tempests, failure of suppliers, criminal or malicious acts, accidents (not caused by its negligence), the delay or refusal of any relevant authorities to grant any necessary consents or permits, industrial action, any public health crisis and the acts, defaults or omissions of the delegates.

20. Law and Jurisdiction

19.1 Any contract with the Client is subject to, and governed by, Oman Law.

19.2 Any dispute between the Client and MKB with regard to the Services or payment of any fees or charges payable under these terms and conditions shall be subject to the jurisdiction of the courts of the Sultanate of Oman.

21. Complaints about our service

21.1 MKB Training Complaints Policy and Procedure

MKB Training is committed to delivering a quality service at all times. However, the Client has the rights to submit a complaint as per the complaints policy and procedure which outlines how learners may make a complaint to MKB Training if they are dissatisfied with any aspect of our service.

In the event that the Client experiences a level of service that does not meet their expectations we would like to hear from you. Likewise, if you are pleased with the services offered or have any suggestions on how we could improve our services, we would like you to let us know by contacting us via info@mkbinternational.org

21.2 Complaints procedure stages

Should you have a complaint regarding any aspect of the service you have received from MKB Training, at any stage of the procedure please contact us promptly with your concerns in order that we can try to resolve the issue as soon as possible.

Stage 1

Please forward your written complaint to the following:

Email: info@mkbinternational.org

Address: MKB Training,
P.O. Box: 63
P.C:110 Al Muzn Mall
Muscat, Oman

Website: www.mkbinternational.org

In your complaint, you should include:

- (1) Your name (and company name if appropriate) and address
- (2) The name and date of the training course you attended
- (3) Copies of any relevant correspondence regarding the complaint
- (4) The name of the person(s) who you wrote/spoke too, and when, to assist us to locate logged complaints
- (5) Details of what has gone wrong or has not been handled properly
- (6) An explanation of how you would like us to resolve your complaint You are likely at this stage to be required to substantiate any complaints or allegations with written factual evidence and/or signed statement from witnesses. This will aid us in reaching a prompt conclusion to the complaint.
- (7) The Manager Training Operations will investigate and aim to send a response to you within 28 working days. If a definitive outcome cannot be given within this time (for example when a matter is very complex or where we have to consult a third party on the matter) you will be notified of the progress being made.
- (8) Please be assured we will treat your correspondence in the strictest confidence and with fairness and objectivity. We will inform you of the decision on completion of a full investigation.

Stage 2

If the Client is not satisfied with the response to their complaint (i.e. outcome of Stage 1), they can escalate it by writing an appeal to our Quality Manager at the address given before.

A response to your appeal will be normally sent to you within 28 days.

Finally, if MKB Training does not hear further from the learner concerned within 30 days of the date of the response letter being sent to the complainant (i.e. once the learner has had the opportunity to consider MKB Training's response), MKB Training will consider the matter closed.

21.3 MKB Training aims to achieve a high level of customer service, but there may be times when this may not be achieved.

Dependent on the reason the Client may be entitled to financial compensation and/or alternative training courses. Compensation will be dependent upon the nature of the mistake, the circumstances in which the mistake occurred, and any actual loss suffered or costs incurred as a direct consequence of the mistake. Each claim is therefore considered on its merits.

If we are unable to resolve your complaint to a satisfactory standard you are also able to approach the Oman Consumer Affairs who have their independent complaints procedure for all accredited educational

22. Discrimination

22.1 MKB Training Equal Opportunities Policy:

MKB Training department is committed to the elimination of unlawful discrimination and to the promotion of equality of opportunity to learners and prospective learners, across its many functions including:

- Recruitment and selection
- Induction and management of learning
- Delivery programmes
- Assessment and review
- Achievement and progression
- Monitoring and review
- Learning and quality assurance

The aim of this policy is to ensure that all learners and prospective learners are treated equally, fairly and with the highest level of customer service, irrespective of race, colour, nationality, ethnic origin, educational achievement, gender, sexual orientation, marital or parental status, age, disability, political or religious belief.

Learners and staff are expected to respect this policy and practices in their dealings with all members of MKB and to behave in a way which reflects and appreciates the diversity of MKB.

MKB is committed to a continual programme of action to make these policies and practices effective.

Breaches of this policy by staff or learners will be fairly investigated and, where appropriate, action will be taken. All equal opportunities procedures will be fair, consistent and monitored.

22.2 Discrimination or harassment complaints

Any learner who alleges that he or she has been the subject of discrimination or harassment has recourse through the MKB training complaints policy and procedures.

22.3 Company responsibility

MKB Training regularly monitors, assesses and reviews the effectiveness of its Equal Opportunities policy and procedures. All its function relating to learners (such as mentioned above) will continue to be monitored and reviewed. As such this policy will continue to be monitored and reassessed regularly to ensure compliance with relevant statutory legislation.

22.4 Measurement of policy achievement

MKB Training considers its Equal Opportunities policy to be essential to its high level of customer service, and in ensuring both employers and learners enjoy equality of access and provision. MKB Training therefore undertakes the following:

- (1) Through its marketing materials, website and presentation MKB Training will ensure that its commitment to Equal Opportunities is understood by its stakeholders.
- (2) All applicants for MKB training courses will be offered administrative guidance and support regardless of race, colour, nationality, ethnic origin, educational achievement, gender, sexual orientation, marital or parental status, age, disability, political or religious belief.
- (3) Programmes of learning and assessment will be designed to promote equal access.
- (4) Based upon our aim to provide the most suitable delivery of training to each individual, MKB Training may advise learners which courses and venues are the most suitable.
- (5) We will collect anonymous information allowing us to collate information on the age, gender, ethnicity, occupation, previous learning achievements, health/disability and progression of our learners. These will be measured against the organisation's targets of greater diversity.
- (6) Information gathered from learners through course reviews, learner achievements, questionnaires, surveys etc. will be anonymous and used to improve the equal opportunities policy and practice.
- (7) All learners will have an opportunity through the evaluation feedback form and questionnaires to express their personal views. Any anonymous views will be taken into account by the MKB Training team and action taken where appropriate.