



Standard Terms and Conditions

Issue 04, June 2016

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words and expressions shall have the following meanings, unless the context otherwise requires:

Assessor: - The PDA member of staff with the responsibility to provide lectures, instruction and undertake assessments of Students. The Assessor in conjunction with the Supervisor also has a responsibility to ensure that all academy assets are utilised in a safe and productive manner, and that all health and safety regulations are being fully adhered to;

Company: - The Professional Diving Academy Ltd (PDA) having its registered address at Unit 19, Sandbank Business Park, Sandbank, Dunoon, Argyll PA23 8PB Scotland;

Contract: - The contract for the provision of training services by the Company.

Employee: - Shall include any person who is an employee or director of the Supplier or who occupies the position of a director of the Supplier, by whatever title given;

Joining Instructions: – Instructions issued prior to arrival on course;

Price: - The price for the relevant course;

Student: – The customer receiving the training and retaining the responsibility for payment of respective fees.

Diving Supervisor: – The PDA member of staff with the responsibility for all direction and control of diving operations. The Diving Supervisor in conjunction with the Assessor also has a responsibility to ensure that all academy assets are utilised in a safe and productive manner and that all health and safety regulations are being fully adhered to.

Training Manager: – The PDA member of staff with the responsibility for course syllabus, design and coordination, together with the management and direction of PDA training staff. The Training Manager is also a point of contact if a candidate needs advice or mentoring during the period of the training course.

Welcome Leaflet: – A student code of conduct provided on arrival at the PDA.

1.2 Headings used in these Conditions are for ease of reference only and shall not affect the interpretation hereof.

2. ACCEPTANCE

2.1 The Student confirms acceptance of these conditions on signing the application form.

2.2 The Company's liabilities are limited to those expressly stated herein and the Company's total liability shall in no circumstances exceed the Price. All other liabilities on the part of the Company whether arising from breach of contract or negligence are hereby excluded, with the sole exception of liability for death or personal injury resulting from the Company's negligence.

3. AMENDMENTS TO COURSE

3.1 The Company reserves the right to amend the content, delivery timetable and/ or location as appropriate to suit conditions at that time.

3.2 The Student shall comply with directions and instructions given in this respect and attend site locations as advised by the Company staff in a timely manner. Students appreciate and accept that they may be required to take part in training out-with normal working hours including weekends.

4. ACCOMMODATION

4.1 Where applicable, the Company will offer free accommodation on a self-catering basis, utilising a suitable external provider of their choice. Accommodation will be provided from the day prior to course commencing and checkout will be on the final day of the course period, subject to the service provider's checkout requirements.

4.2 The Student who accepts this offer is subject to the terms and conditions of that external service provider and the Company will not be held liable for any metered charges for gas/electricity or for damage or dispute herein.

4.3 The Student shall not sub-let the premises or any part thereof and the number of people occupying the premises shall not exceed the number stated for the premises

4.4 The Student binds and obliges themselves to vacate the hired premises without demand at the termination of the period of hire and binds and obliges themselves to pay the lessor in respect of any loss or damage beyond fair wear and tear.

4.5 Where the Student has been booked into accommodation a deposit will be levied against the Company, however the person named on the booking form will be considered as the 'Responsible Person' who shall ensure that each property is left in a clean and orderly condition. A surcharge of £125 could be levied if this condition is not observed.



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4.6 The Student shall undertake to prevent any member of his party from causing a nuisance or disturbance to neighbouring residents or occupiers and agrees that in the event of any dispute with the Service Provider that cannot be resolved, resulting in termination of the provision of accommodation services, that they will be held wholly responsible for the period of the tenancy booked and the Company will not be obliged to fund any substitute accommodation

4.7 The Company accepts no responsibility for loss, injury or damage to any member of the Students party or their property arising in any manner out of the let of the premises, however caused.

5. USE OF COMPANY PROPERTY

5.1 The Student shall ensure that all Company property and assets are utilised in a productive, safe and efficient manner as directed by the Company staff. Any damage or breakages to the Academy assets are to be brought to the attention of the Diving Supervisor immediately.

5.2 The care and protection of personal belongings is solely the responsibility of the Student. The Company accepts no liability for any damage to, loss or theft of Students' personal belongings, howsoever arising.

5.3 If in the opinion of the Company a Student fails to utilise Company property and assets in a safe and respectful manner the Student may be removed from course. In such an event the PDA reserve the right to charge the student with the cost, including any consequential costs, associated with any breakages or damage to or loss of company property and / or assets.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

6.1 All rights (including ownership and copyright) in any lecture notes, handouts, course design, instructions, plans, drawings, patterns, models, designs or other material furnished or made available to the Student by the Company shall remain vested solely in the Company. The Student shall not (except to the extent necessary for undertaking the course) without the prior written consent of the Company use or disclose any of the same or any confidential information (whether or not relevant to this course) which the Student may obtain in connection with his or her respective course.

6.2 The Student shall comply at all times with the Data Protection Act 1998, as amended or supplemented from time to time.

7. HEALTH AND SAFETY

7.1 The Company places the greatest importance on Health and Safety matters and undertakes to conduct its operations in such a way as to ensure the health and safety of all its employees, visitors and the general public.

The Student is required to take all reasonable steps to safeguard their own health and safety, and that of any other person who may be affected by their actions and to observe at all times instructions by Company staff, the Company safety and fire rules and procedures.

7.2 The Student shall notify the Company immediately if feeling unwell no matter how minor and of any injury, disease or dangerous occurrence. In the event of absence from course for any reason, the academy staff must be informed as soon as reasonably possible with appropriate details. Any cause for concern as regarding a diving related illness outside the normal hours should be reported to a member of staff immediately.

7.3 Students should note that there are potential health implications associated with flying shortly after diving. It is the responsibility of the Student to consult with the training staff before booking any flights during the course and to follow any advice given. As a general guide flying should be avoided for 24 hours after the completion of the last dive.

7.4 It is the policy of the Company to ensure and maintain a safe and healthy working environment for all. To this end, the Company prohibits possession, use or sale of alcohol or illegal drugs "prohibited substances" during courses and requires Students to be free from such prohibitive substances and their effects whilst on course.

Given the nature of the environment whilst undertaking practical training and assessment, the use of prohibited substances can have a significant impact on the safety of the individual concerned and others on course including training staff. Therefore, the Company reserves the right to conduct tests (including "with cause" or "on suspicion") to determine whether any Student is under the influence of prohibited substances. In the event such tests will be performed by suitably qualified persons. Positive results from, or refusal to cooperate with, any such tests will potentially result in summary dismissal from the course. Decisions on any such dismissal will be at the sole discretion of the PDA.

8. SECURITY

8.1 The Student shall not take video or photographs during the course unless prior permission has been given by the Diving Supervisor.

8.2 The Company retains the right to search bags, lockers, outer clothing, etc., if there are reasonable grounds to suspect the Student may be in possession of Company or other individual's property or if the Company suspects that the Student has breached the Substance Abuse Policy and is in possession of alcohol or illegal drugs "prohibited substances" in the workplace. You will be entitled to have a colleague present at any such search, if requested. Any Student who unreasonably withholds their consent to a search may be suspended or put off course.

9. BEHAVIOUR

9.1 General guidelines on expected standards of behaviour and housekeeping are laid out within the welcome leaflet which is provided to Students on arrival.

9.2 If in the opinion of the Company a Student misconducts himself or it is not in the public interest for such a Student to continue with the course, the Company shall have the right to remove such Student from course.



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10. INVOICING, PAYMENT AND LATE PAYMENT

- 10.1 A course place is not confirmed until payment of the deposit has been made to the Company. The deposit is 10% (20% for non EU countries) of the overall course fee and non-refundable 6 weeks prior to the course commencement date.
- 10.2 With the exception of fees being funded through Enhanced Learning Credits or Career Development Loans, payment of any outstanding course fees is required 6 weeks prior to the start of the relevant course.
- 10.3 All payments hereunder shall be made and invoices submitted in sterling unless otherwise specified.
- 10.4 All outstanding balances must be paid, by the latest, 6 weeks prior to the course commencing. Failure to pay by this date will result in the cancellation of the course reservation and loss of deposit.
- 10.5 In the event that a Student is unable to attend the course, a refund will be paid in full, less a £75 +VAT administration fee & accommodation cancellation fee (as stipulated by the service provider), providing the cancellation date is not within 6 weeks of the first day of course. Refunds where less than 6 weeks' notice has been provided, will only be given in exceptional circumstances and in any event at the sole discretion of Academy management.
- 10.6 In the event that a student is unable to obtain a visa, which is otherwise necessary to allow attendance on course in the UK, a full refund of any course fees paid, including deposit, will be given providing the student formally advises the PDA within 5 working days from notification of the respective visa refusal. The company will deduct associated accommodation and equipment costs from any refund of this type and an administration charge of £75 +VAT will be levied.

11. FEES

- 11.1 Course fees will vary from time to time and can be obtained from PDA staff on request.
- 11.2 Where students wish to move from one course to another more than six weeks prior to that course commencing, then a £75 + VAT administration fee & accommodation cancellation fee (as stipulated by the service provider) could apply for each course change. Application of this fee is at the sole discretion of the PDA management.

12. CANCELLATIONS, TERMINATION AND SUSPENSION

- 12.1 Students will not be entitled to receive any refund whatsoever in the event that they are removed from course under clauses 4.3; 6.4; 7.2; 8.2 or 13.

13. GRIEVANCE

The object of the grievance procedure set out below is to provide a means for dealing promptly with any grievance, which a Student may have during the course.

- 13.1 **Informal Procedure**
Students should aim to resolve most grievances informally with their supervisor and/or assessor. This allows for problems to be resolved swiftly. If the grievance cannot be resolved informally then the following formal procedure should be followed.
- 13.2 **Formal Procedure**
This procedure should be used by Students making a complaint about an action(s), which the Company has taken or is contemplating taking in relation to the Student.

The Right to Be Accompanied

At any grievance hearing a Student may request to be accompanied by a colleague.

When Students are choosing a companion they should bear in mind that it would not be reasonable to insist on being accompanied by a colleague whose presence would prejudice the hearing or who might have a conflict of interest. Nor would it be reasonable for a Student to be accompanied by a colleague from a geographically remote location when someone suitably qualified was available on site.

Before the hearing takes place, the Student should tell the Company whom they have chosen as a companion. If the companion can't attend on a proposed date, the student can suggest an alternative time and date so long as it is reasonable and it is not be more than five working days after the original date.

The companion will be allowed to address the hearing in order to put the Student's case and sum up where appropriate. The companion can also confer with the Student during the hearing. The companion has no right to answer questions on the Student's behalf, or to address the hearing if the Student does not wish it, or to prevent the Company from explaining their case.

Stage 1

The Student should put full details of their grievance in writing, to the training manager. Where the grievance is against the training manager the matter should be raised with a more senior manager or director.

The manager will then invite the Student to attend a meeting in order to discuss the grievance and will inform the Student of his or her right to be accompanied at this meeting. This meeting will be convened at a reasonable time and place to be determined by the Company. The Student must take all reasonable steps to attend this meeting.



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This meeting will not take place until the Student has informed the Company in writing as to the basis for the grievance and the Company has had a reasonable opportunity to consider their response to this information.

After the grievance meeting, the manager will endeavour to issue his/her response to the grievance as soon as is reasonably practicable and will inform the Student of his/her right to appeal against the decision if he/she is not satisfied with it.

Where reasonably practicable the appeal will be dealt with by a more senior manager than attended the first meeting.

Stage 2

If the Student feels that the grievance has not been satisfactorily resolved, then he or she should write, setting out the grounds for any appeal, to the relevant manager hearing the appeal.

The relevant manager will then invite the Student to attend a further meeting in order to discuss the grievance and any specific grounds of appeal and should inform the Student of his or her right to be accompanied at this meeting. The Student must take all reasonable steps to attend this meeting.

The manager will endeavour to issue his response in writing to the grievance as soon as is reasonably practicable after the appeal meeting. The decision taken at the Appeal is deemed to be final.

14. CERTIFICATION & FAILURE

- 14.1 On passing their course students will be entitled to the respective Professional Diving Academy certification. The Professional Diving Academy certification will be provided on successful completion of the course. The Professional Diving Academy will then recommend to HSE that the student is issued with the respective HSE certification, which normally follows within 28 days.
- 14.2 Continued failure in practical assessments and/or exams may result in the failure of an entire course. In such an event the student will not be entitled to the certificate for the respective course. It should be noted that students will have additional chances to pass practical assessments and written exams and mentoring by training staff and management is always implemented before any failure is declared.
- 14.3 If a student fails to reach the required competence standards then the PDA will not recommend that student to HSE for the issue of an HSE certificate of diver competence.
- 14.4 The student can appeal to the Training Manager in writing within 28 days of being informed of the failure, for a review of the decision if the student does not agree and believes that there are real and valid reasons for the appeal which can be supported by objective evidence.
- 14.5 In the event of an appeal the following process will be followed:
- The PDA document the reasons for the failure and seek any additional information relevant to the case. Interviews with training staff will be conducted and documentation will be reviewed for consideration.
 - The appeal board will interview the student making the appeal where practicable.
 - The appeal may be upheld fully or with reservations. In the former case the PDA will recommend to HSE that the student is issued with an HSE certificate of diver competence; in the latter case conditions may be imposed on the student, for example requiring further training and / or assessment and / or a theory exam and for these to be successfully completed before a recommendation is made to HSE for the issue of an HSE certificate of diver competence.
 - The student will be notified by the appeal board, with reasons, in writing on the appeal board decision.

15. QUALIFICATIONS

- 15.1 For all diving courses other than HSE SCUBA, a scan of existing diving certification will be required prior to securing a booking on the relevant course. For all diving courses a valid "recognised" in-date HSE commercial diver medical certificate must be presented on arrival at the start of the course.
- 15.2 Recognised diving medicals are issued in the UK, Netherlands, Ireland and Norway and must be in date for the entire duration of the course. Students unable to present this certificate on arrival will not be allowed to dive.
- 15.3 Whilst some items of equipment will be supplied by the Academy, Students are required to bring various items of equipment with them. Details will be included within the joining instructions.
- 15.4 Students must bring with them a photographic form of identity. This can include a passport, driving licence, student card etc. In the event of any doubt, the Academy office should be contacted for further information.
- 15.5 It is a requirement that Students have a good knowledge and understanding of both spoken and written English and can work out basic mathematical calculations. A basic Maths/English aptitude exam has to be undertaken at the Academy on arrival prior to full acceptance onto the diving section of the course. A practice exam can be located on the following website: www.dctas.com
- 15.6 It is the Academy's policy that disabled students have the right to access and benefit from learning opportunities offered. Disabled applicants will be evaluated for admission using the same criteria and where required, evidence of motivation and suitability for the intended course as all other applicants. Support requirements will be addressed separately. During the process of application, we will work with disabled applicants as appropriate who indicate they may have support needs. These applicants will be invited to visit the Academy to discuss their needs and to view facilities. This visit will be separate from the consideration of applicants on the basis of their suitability. It is emphasised however that the requirements of clause 14.2 must be met.



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16. EXAMINATIONS

16.1 All of the exams, lectures and instructions are carried out in English.

16.2 Students are to comply with directions given by the examination invigilator. During examinations a student's behavior must not disturb, distract or adversely affect any other student.

Students who are given permission to enter or leave an examination room will comply with any conditions relating to the grant of the permission. However, unless there are exceptional circumstances students are not permitted to leave the examination room:

- a. until half the prescribed working time has elapsed
- b. during the last 15 minutes of working time

Students who arrive late, but before half the working time for the examination has elapsed, will normally be permitted to take the examination. However, no additional working time will be allowed unless exceptional circumstances warrant.

Students may bring into an examination room only those materials approved for the unit under examination and indicated by the Assessor. All other materials are expressly prohibited unless:

- a. brought into the room with the permission of the invigilator; and
- b. deposited by the student directly upon entering the examination room at a place stipulated by the invigilator.

Students are prohibited from having any device capable of communicating verbal or written information, during an examination. Such devices must be turned off and left at a designated location within the room as stipulated by the invigilator.

A student will not remove from the examination room any worked scripts or other paper provided for use during the course of the examination (other than the question papers supplied where this is authorised by the invigilator) or other material which is the property of the Academy.

During an examination a student will not communicate by word or otherwise with any other person except the invigilator or examiner.

16.3 All assessments will be carried out by the Academy training staff. Their opinion in this respect will be final.

17. LAW

The Contract and all matters pertaining thereto shall be governed by the law of Scotland and the Student agrees to submit to the non-exclusive jurisdiction of the Scottish Courts.