

BRITISH MARINE TRAINING

TERMS AND CONDITIONS



1. DEFINITIONS

- 1.1. Applicant: means the company, sole trader, organisation or partnership purchasing the Course and being responsible for payment of the Course Fees.
- 1.2. Booking Form: means the booking form for the relevant Course used for postal or email bookings.
- 1.3. British Marine: means the Course provider, British Marine Federation Limited, (company registration number 2592536), whose registered office is at Marine House, Thorpe Lea Road, Egham, Surrey TW20 8BF.
- 1.4. Delegate: the person stated by the Applicant as the Course attendee.
- 1.5. Booking Confirmation: the confirmation issued by British Marine to the Applicant accepting their offer for the Delegate(s) to attend the Course.
- 1.6. Course: the course run either within the UK or abroad by British Marine (or its nominated third parties).
- 1.7. Course Materials: means, but is not limited to: online tutorials, multiple choice questions, pass cards, mock exams (papers and suggested solutions), exam papers, course handouts, course textbooks, presentations (whether slides, handouts or other electronic media) and any other study materials or information provided to the Delegate and/or Delegates by British Marine.
- 1.8. Course Fee: the fee charged by British Marine for a place on the Course, as advertised by British Marine.
- 1.9. Intellectual Property: means all existing and future intellectual property rights anywhere in the world (including, without limitation all existing and future copyright and related rights, design rights (whether registered or unregistered), database rights, patents, rights in inventions, trade marks (whether registered or unregistered), rights in business or trade names and get-up, internet rights, rights in know-how and confidential information and any and all applications for any of the foregoing and any similar or analogous rights anywhere in the world).
- 1.10. Terms: means these British Marine Training Terms and Conditions and the Booking Form and/or the relevant Course booking page(s) on the Website completed by the Applicant.
- 1.11. Website: means www.britishmarine.co.uk

2. ORDERING PROCEDURE

Ordering via post or email

- 2.1. Booking Forms must be submitted with the full Course Fee, or, at British Marine's sole discretion and as advised by British Marine, a deposit.
- 2.2. Booking Forms submitted without the relevant payment will not be processed until the payment is received.
- 2.3. Where a deposit has been accepted in lieu of the full Course Fee, Delegates will not be permitted to attend the Course where the balance has not been paid in full by the last working day prior to the Course commencement.
- 2.4. Places on the Course are limited and will be allocated by British Marine on a "first come, first served" basis. Submission of a Booking Form does not guarantee admission to the Course.
- 2.5. British Marine may issue a Booking Confirmation (usually via email) to the Applicant, communicating acceptance of the offer made by the Applicant. Bookings will remain provisional (and therefore capable of cancellation at any time without liability) until this written confirmation is issued.

Ordering via the Website

- 2.6. In order to purchase a Course via the Website Applicants must register for an online account via the Website. Those Applicants who already have an online account, can log onto

their account using the username and password that were provided when they registered.

- 2.7. When purchasing a Course via the Website, Applicants can change their order at any time up to the point at which they submit their payment for the Course using the "Pay Now" button.

Ordering via post, email or the Website

- 2.8. The Applicant shall, when making a booking, confirm any special needs or dietary requirements for each Delegate to British Marine.

3. CANCELLATIONS AND SUBSTITUTIONS

- 3.1. Courses have minimum required attendance levels and British Marine reserves the right to cancel or postpone a Course if the minimum required number of Delegates has not been accepted for the Course.
- 3.2. If British Marine cancels the Course, or should the Course be postponed and a Delegate is unwilling or unable to attend the new date, the Applicant will receive a full refund of the Delegate's Course Fee.
- 3.3. Should the Applicant cancel a Course booking with more than 14 days written notice to British Marine prior to the date of the Course, no refund will be given, however, the Applicant may, at British Marine's sole discretion, receive one complementary place on the Course for a Delegate on an alternative date, subject to availability.
- 3.4. Should the Applicant cancel a Course booking with less than 14 days', but more than 7 days', written notice to British Marine prior to the date of the Course, no refund will be given but the Applicant may, at British Marine's sole discretion, be offered one place on the Course for a Delegate on an alternative date, subject to availability and the Applicant paying to British Marine an additional 50% of the total Course Fee + VAT within 4 days prior to the commencement of the new Course date.
- 3.5. Should the Applicant cancel a Course booking with 7 days' or less written notice then British Marine will not offer any refund nor will it be able to offer the Applicant any place for the Course on an alternative date.
- 3.6. For the avoidance of doubt, should the Applicant cancel a Course booking which had been provided as an alternative date due to the Applicant's earlier cancellation of a Course booking under clauses 3.3 to 3.5 above, the full Course Fee (less any additional Course Fees referred to in clauses 3.4 and 3.5) shall be immediately payable by the Applicant, and no refunds will be considered by British Marine.
- 3.7. British Marine may, at its sole discretion, permit the substitution of a replacement Delegate by the Applicant, provided this is communicated in writing to British Marine no less than 24 hours prior to the Course, and subject to the Applicant providing the name, email address, special dietary requirements and special needs of such replacement Delegate. However, British Marine may be unable to accommodate certain special needs or dietary requirements at such short notice.
- 3.8. If following cancellation an Applicant is permitted to re-book a Delegate's attendance on a Course in accordance with this Clause 3, the re-booking must be made by the Applicant within one calendar year from the date of cancellation.
- 3.9. British Marine reserves the right to amend the content of any Course(s) without notice when, in British Marine's opinion, such amendment does not fundamentally change the substance of such Course(s).
- 3.10. British Marine also reserves the right to: (1) change or amend the individuals responsible for organising or delivering the Course; and (2) change the venue of the Course.

BRITISH MARINE TRAINING TERMS AND CONDITIONS



4. EVENTS OUTSIDE OUR CONTROL

4.1. British Marine shall not be in breach of these Terms or otherwise liable for any failure or delay in delivering a Course or performing its obligations where it is prevented, hindered or delayed in or from doing so due to events outside of its reasonable control. The time for performance of such obligations shall be extended accordingly.

4.2. Whilst British Marine reserves the right to alter or vary the content or timing of the whole or any part of the Course without obligation, British Marine will use its reasonable endeavours to reschedule any Course that is cancelled, delayed or curtailed.

5. INTELLECTUAL PROPERTY

5.1. All Intellectual Property vested in the Course or Course Materials are the property of British Marine and/or British Marine's licensors.

5.2. In consideration of receipt by British Marine of the Course Fee, British Marine shall grant the Delegate a non-exclusive, non-transferable, personal, revocable, royalty free licence to use the Course Materials for the sole purpose of studying for the Course and for the Delegate's educational and training use. The Applicant shall procure that the Delegate accepts the terms of this licence.

5.3. Save as expressly set out in these terms and conditions, the Applicant shall ensure that no Delegate shall modify, copy or reproduce (except for their personal use), re-publish, sub-license, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Course Materials. The Applicant shall further ensure that no Delegate shall modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Course Materials or create derivative works based on the whole or any part, or which incorporate the Course Materials into any software programme.

5.4. Use of the Course Materials not expressly permitted in these terms and conditions is strictly prohibited and will constitute infringement of British Marine's intellectual property rights, and/or the intellectual property rights of British Marine's licensors.

6. LIABILITY

6.1. The exclusions and limitations of liability contained in these Terms do not apply to British Marine's liability for: (i) death or personal injury caused by its negligence; or (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited by law.

6.2. Subject to clause 6.1, British Marine's maximum aggregate liability to both the Delegate and Applicant for any claims that they may have against British Marine for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, the Course and the Course Materials shall be limited to the amount of the Course Fee which has been paid, or is payable..

6.3. British Marine shall not be liable to the Delegate or the Applicant for any losses that fall into the following categories: indirect or consequential losses, loss of income or revenue, loss of business, loss of anticipated savings or loss or corruption of data) incurred by the Applicant or Delegate in connection with attendance at or the guidance given at the Course and/or the contents of any Course Materials.

6.4. Courses are for training purposes only. British Marine will not accept any responsibility to any party for the use of the tuition provided and/or the contents of the Course Materials for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party. The Course shall never constitute advice on which

the Applicant or Delegate should rely upon without first seeking their own independent professional advice.

6.5. British Marine reserves the right to pass any costs or expenses on to the Applicant for the cost of rectifying damage, caused by a deliberate, negligent or reckless act of the Delegate to any property, venue or transport vehicle used by British Marine, its agents or subcontractors in the provision of the Course.

7. DATA PROTECTION

7.1. British Marine will process all personal data provided by the Applicant or in respect of the Delegate(s) in accordance with its privacy policy, details of which can be found here: <https://britishmarine.co.uk/About-us/Privacy-Policy>

8. GENERAL

8.1. British Marine may update or amend these terms and conditions from time to time to meet its changing business requirements or to comply with law without notice to the Applicant and/or Delegate.

8.2. Each clause of the Terms shall be construed separately. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision clause shall apply with such modification as may be necessary to make it valid and effective. If such modification is not possible, then the offending clause shall be deleted and the rest of these terms and conditions shall remain in full force and effect.

8.3. The Terms represent the entire agreement and understanding between British Marine, the Applicant and Delegate regarding the Course and notwithstanding any language to the contrary therein, no terms or conditions stated in any Applicant purchase order or terms of purchase shall be incorporated into or form part of the agreement with British Marine, and all such terms shall be null and void

8.4. The Terms replace any other terms and conditions previously published by British Marine and any other understanding, undertaking, representation, warranty, arrangement or statement of any nature whatsoever made by British Marine to the Applicant or Delegate, whether oral, written or otherwise, in relation to the subject matter of the agreement formed.

8.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the agreement comprised under these Terms and no person other than the parties to it shall have any rights under it.

8.6. British Marine may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at its discretion. The Applicant may not assign or sub-contract any rights or obligations under these Terms to any third party unless British Marine agrees in writing.

8.7. If the Applicant fails to make a payment by the due date British Marine reserves the right to charge interest on the overdue amount. Interest will accrue daily at a rate of 4% a year above the base rate of Barclays Bank plc from time to time from the due date until the date of actual payment whether before or after judgment.

8.8. No failure or delay by British Marine in exercising any right or remedy under the Terms shall operate as a waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy.

8.9. The Terms, and any other matters arising out of or in relation to the Terms, shall be subject to English law, and the parties submit to the exclusive jurisdiction of the courts of England.