

# Terms Conditions

## Standard Terms and Conditions of Business.

### Interpretation

In these conditions: -

- "the Agenda" means the course content and related information and documentation published by the Company in relation to a particular training course.
- "the Company" means British Maritime Training & Assessment (BMTA)
- "the Client" means the person or company with whom the Company is contracted to provide the Services
- "Conditions" means the terms and conditions set out in this document and any special terms and conditions agreed in writing between the Company and the Client
- "Delegate" means a representative or representatives of the Client appointed by the Client to attend a training course provided by the Company.
- "Force Majeure" means an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster, act of warfare or insurrection, damage to property by or under the Order of any Government or Public or Local Authority or imposition of any Government Sanction, embargo or similar action, Judgment, Order, Decree, Embargo, Blockade, Labour Dispute including but not limited to strike, lock-out or boycott, interruption or failure of service including but not limited to electric, power, gas, water or telephone service and/or Network, act or omission of any third party service providers including but not limited to hotel or conference centre or other Venue proprietors.
- "Intellectual Property" means all Training and Assessment material supplied and utilised by the company for the purposes of delivery of bespoke courses for the Client
- "The Services" means the provision of a training course or courses relating to environmental issues and/or quality assurance and/or health and safety and/or environmental legislation and/or any other discipline to be provided by the Company
- "Trainer " means the person appointed by the Company to provide the Services at a particular training course
- "Venue" means the such place of business within the UK as may be notified by the Company to the Client as the place where the Services shall be provided.

In these Conditions the masculine gender shall include the feminine and neuter genders and vice versa and the singular shall include the plural and vice versa.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

## Recital

The Company will provide the Services to the Client at such time and Venue as shall be notified and agreed with the Client by the Company for such sum as maybe agreed between them.

## The Company's Obligations

The Company will provide the Services with reasonable care and skill and faith but shall not be liable to the Client for any loss or damage suffered or liabilities howsoever arising out of the provision of the Services save where arising directly due to the gross negligence of the Company but in any event the Company shall not be liable in any manner whatsoever to the Client or any third party for any loss damage or liability arising as a result of the interpretation or implementation of the Services by the Client or a third party. No training or assessment provided by the Company determines a delegate's competency. The competency of delegates is only determined by the Client. Certification will be given to recognise attendance of training/assessment and successful completion of associated knowledge tests where applicable. They are not substitutes for formal qualifications.

## Payment Terms and Cancellation

- The requirement of a deposit is the decision of the Company and will be no more than 25% of the agreed quoted fee.
- All fees payable in respect of each training course shall be paid by the Client to the Company at least 30 working days from the date of invoice, time being of the essence.
- Acceptance of the course quote and Terms and Conditions by the Client shall be deemed to constitute acceptance by the Client of the suitability of the Agenda both for its own needs and those of any Delegate.
- In the event that acknowledgement of the Quote and Terms and Conditions is not received by the Company in accordance with the provisions of sub clause 1&2 above then the Company shall be entitled in its absolute discretion to decline to provide the Services to the Client.
- In the event that the Client cancels the attendance of a/all delegates to a particular training course then:

- provided the Client has given at least 14 days' notice of such cancellation to the Company the Client shall be entitled to a refund of 100% of all fees paid on account in relation to the attendance of that delegate.
- In the event that the Client has provided less than 14 working days' notice of such cancellation but more than 7 days then the Client shall be entitled to a refund of 75% of all fees paid on account in relation to the attendance of that delegate
- Where the Client has given less than 7 days' notice of such cancellation to the client then the Client shall be entitled to a refund of 50% of all fees paid on account in relation to the attendance of that delegate
- Where the Client has given less than 24 hours' notice of such cancellation to the client then the Client shall not be entitled to a refund
- The Client can request an amendment to the delivery date of the services with up to 14 days' notice but are required to place a 25% deposit for the amendment of the dates. If the service falls within less than the 14 days' notice it is up to the Company as to whether an alternative delivery date is possible and where not the above cancellation policy will be actioned.

## Delegates

- The Client shall provide the Company with full details of a Delegate but shall be entitled at any time to substitute the Delegate attending a particular course provided notice is given to the Company.
- The Company retains the right in its absolute discretion to refuse to provide the Services to a particular Delegate or to eject a Delegate from the training course if the Company considers that Delegate to be disruptive or abusive or a disturbance to other delegates.

## Trainer

The Company shall provide the Client with full details of the Trainer who is to attend a particular training course and shall use its reasonable endeavours to ensure that that trainer provides such Services but the Company retains the right in its absolute discretion to substitute that Trainer without notice at any particular time.

## Venue

The Company shall use its reasonable endeavours to ensure that the Services are provided at the agreed Venue but reserves the right, in its absolute discretion, to substitute the Venue should circumstances dictate.

## Consultancy Information and Data

Notwithstanding anything else set out in these conditions the intellectual property and copyright in respect of any course materials and any other electronic and written information and data prepared by the Company for or in connection with the provision of the Services shall remain vested in the Company absolutely.

## Force Majeure and Sickness

- Neither the Company nor any of its employees, agents or subcontractors shall be considered in breach of contract or to be under any liability whatsoever to the Customer for the non-performance, part-performance, defective performance or delay in performance of any obligation performed or to be performed by the Company, its employees, agents or sub-contractors under the Contract which is directly or indirectly caused or is as a result of an event of Force Majeure and the dates and time scales (if any) directly agreed between the parties/or the performance of the Services shall be extended by a fair and reasonable period of time which is sufficient to enable the Company to perform or re-perform the relevant contractual obligation
- Neither the Company nor any of its employees, agents or subcontractors shall be considered in breach of contract or to be under any liability whatsoever to the Customer for the non-performance, part-performance, defective performance or delay in performance of any obligation performed or to be performed by the Company, its employees, agents or sub-contractors under the Contract which is directly or indirectly caused or is as a result of ill health, sickness or accident affecting any Trainer or any employee or sub-contractor of the Company.

## Termination

The Company shall be entitled to terminate all contracts between the company and the Client in the event of:

- i. failure on the part of the Client to make punctual payment of all sums due to the Company;
- ii. failure on the part of the client to perform its obligations as set out herein;
- iii. the appointment of a receiver administrator administrative receiver or trustee in bankruptcy of the Client's property or any assets or any part of them or if a Court Order is made or a resolution passed for the winding up of the Client or if the Client commits an act of bankruptcy or any bankruptcy petition is presented against the Client

## Assignment

Any contract made between the Client and the Company is personal to the Client and may not be assigned to any third party without the formal written consent of the Company which consent shall be absolute discretion of the Company

## Notices

Any notices to be given hereunder shall be sent by email to the client from any representative of the Company

## Exclusion of Waiver

In no event shall any delay, failure or omission on the part of either of the parties in enforcing, exercising or pursuing any right, power, privilege, claim or remedy arising under this Contract be deemed to be or construed as:

- i. a waiver thereof of any such right, power, privilege, claim or remedy or
- ii. operate so as to bar the enforcement or exercise of any such right, power, privilege, claim or remedy in any other instance at any time or times thereafter.

## Insurance

The Company are fully insured for public liability and indemnity.