

**STCW TRAINING UK LTD –  
STANDARD TERMS AND CONDITIONS OF BUSINESS**

The following conditions form part of every contract for training courses provided by STCW TRAINING UK LTD.

**1. Booking your course**

1.1. To secure your booking, you should either book using our online service or call STCW TRAINING UK LTD by telephone and lodging a 25% deposit or as otherwise advised by STCW TRAINING UK LTD. Booking form(s) that require completion by the delegate requiring the course(s) will be sent by email or post. A separate booking form should be completed for each person.

1.2. A Booking Confirmation will be issued following receipt of the booking form and the deposit. No contract will exist between you and the Company until a Booking Confirmation is issued.

1.3. If for any reason STCW TRAINING UK LTD does not accept your booking, any payment received will be returned.

**2. Prices and payment terms**

2.1. Prices for STCW TRAINING UK LTD courses, and the related payment schedules, are shown on the STCW TRAINING UK LTD website: [www.stcw-training-uk.com](http://www.stcw-training-uk.com) and are available from the Company during normal office hours. These prices are inclusive of VAT (unless otherwise stated), and subject to change at any time.

2.2. The price applicable to a booking is the price for the relevant course shown on the STCW TRAINING UK LTD website on the date on which the booking form is received in the Company's office together with the deposit. In the event that the price quoted on your booking form is out of date, we will not issue you with a Booking Confirmation until you have specifically agreed the new price.

2.3. For all courses booked more than four weeks prior to the commencement of a course, a non-refundable registration fee is payable at the time of booking. The amount of the registration fee is £25 (plus VAT) and forms part of your deposit. In the event a course is booked within four weeks of the commencement of the said course, then the whole of the course fee is payable at the time of booking, of which a part, represents the non-refundable registration fee.

2.4. The balance (if any) of any course fees due ("the Final Payment") is payable not later than four weeks prior to the commencement of the course. The date for payment of the balance due will be included on the Booking Confirmation. Joining Details will not be sent to you until the Final Payment and the completed Booking Form has been received.

2.5. In the event that any fees due remain unpaid within 7 days of the date by which the Final Payment is due, STCW TRAINING UK LTD reserves the right to cancel your booking without any obligation to give you notice thereof. You will thereafter be liable for the appropriate cancellation charge in accordance with condition 4.3 below.

2.6. After a Booking Confirmation has been issued, unless you choose to pay in full at the time of booking, the price of your course remains subject to surcharge in certain limited circumstances, namely variations in the cost of course provision, increases in hire of necessary equipment or venues required for the course, the exchange rates applicable to the particular course, or if the UK or overseas government or other regulatory body introduce new, or increased, taxes. Even then, STCW TRAINING UK LTD will absorb an amount equal to 2% of the confirmed price of the course before passing on any surcharge to you. Only amounts in excess of this 2% will be surcharged. Surcharges will be notified to you by a Revised Booking Confirmation prior to the date on which the Final Payment is due. If a surcharge would increase the total price shown on your original Booking Confirmation by more than 10%, you may cancel your booking within 14 days of the date of issue of the Revised Booking Confirmation and obtain a full refund of all payments made to STCW TRAINING UK LTD. For the purpose of this clause, the exchange rate relevant to your booking (if any) will be that which applies on the first day of the month of your booking. This rate will be stated on your original Booking Confirmation.

2.7. STCW TRAINING UK LTD will not reduce its prices in the event of favourable exchange rate changes.

2.8. United Kingdom Value Added Tax has been included in the prices quoted to comply with HM Customs and Excise regulations currently in force.

**3. Insurance**

3.1. The Company carries insurance of up to £5M to cover tuition, public liability and employer's liability. A copy of the Company's policy is available for inspection at the Company's offices by any client. By accepting these Terms and Conditions, clients accept that the Company's insurance cover is adequate and acceptable.

3.2. Prior to the commencement of the course, if personal insurance has been purchased, STCW TRAINING UK LTD requires each client to provide it with full details of the insurance taken out.

**4. Amendment and cancellation by you**

4.1. STCW TRAINING UK LTD will make every effort to assist you if you wish to alter any previously agreed arrangements. Requests must be made in writing or by fax and signed by the signatory of the booking form, or by email. In the event of an alteration, STCW TRAINING UK LTD reserves the right to make an administration charge of £50 (plus VAT) per amendment, together with all communication charges or other expenses incurred by STCW TRAINING UK LTD. These charges will be payable whether or not STCW TRAINING UK LTD succeeds in confirming your requested amendment.

4.2. All cancellations must be advised in writing or by email and signed by the signatory of the booking form, or by email. Written cancellation notices should be sent to STCW TRAINING UK LTD at 4<sup>th</sup> Floor, Salt Quay House, North East Quay, Sutton Harbour, Plymouth, PL4 0HP. Recorded delivery is strongly recommended. Cancellations are effective on the day they are received by STCW TRAINING UK LTD. You are strongly recommended that you request confirmation from STCW TRAINING UK LTD that your cancellation has been received.

4.3. In the event of a cancellation being notified to STCW TRAINING UK LTD more than four weeks prior to the commencement of the course, all monies paid will be refunded with the exception of the non-refundable registration fee (clause 2.3). In the event that the cancellation is notified to STCW TRAINING UK LTD within four weeks of the commencement of the course, the client remains liable for the full amount of the fees, and therefore no sums paid over will be refunded. However, STCW TRAINING UK LTD will endeavour to sell the place on the course and, if successful, will refund the amount of the Client's Final Payment (less an administration fee of £50 (plus VAT) so long as this amount has been matched from the sale of the space to the replacement client.

**5. Amendment and cancellation by STCW TRAINING UK LTD**

5.1. STCW TRAINING UK LTD makes every effort to operate its courses as advertised but it may very occasionally be necessary to modify a course. If the modification is significant in that it substantially undermines the course for which you have contracted, STCW TRAINING UK LTD will notify you as soon as practicable and offer you three choices. You may (1) accept the modification, (2) change your booking to another available course operated by STCW TRAINING UK LTD or (3) cancel and receive a full and prompt refund. If you choose another available course, which is more expensive, you must pay the difference, but, if it is cheaper, STCW TRAINING UK LTD will make the appropriate refund. If there is a modification, STCW TRAINING UK LTD is not obliged to pay any compensation for travel, accommodation or other external expenses.

5.2. In the event that the venue at which the course booked was due to be conducted is not available; STCW TRAINING UK LTD reserves the right to conduct the course at another venue. In the unlikely event that a suitable venue is not available for the course, STCW TRAINING UK LTD will advise you immediately and the provisions of clause 5.1 will apply.

5.3. In the event that an instructor for the course on which you are booked becomes unavailable due to illness or other unforeseen circumstances, STCW TRAINING UK LTD will attempt to provide another instructor. If a reserve instructor cannot be allocated for any reason STCW TRAINING UK LTD will advise you immediately and the provisions of clause 5.1 will apply.

5.4. STCW TRAINING UK LTD reserves the right to cancel your course. However, it guarantees that it will not do so for any reason other than those mentioned in clauses 5.2 and 5.3 or force majeure after the date on which the final payment is due. "Force majeure" means unusual and unforeseeable circumstances beyond STCW TRAINING UK LTD's control, the consequence of which neither STCW TRAINING UK LTD nor its suppliers could avoid, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, technical problems with transport, machinery, equipment, power failure, natural or nuclear disaster, fire, flood or other adverse weather conditions. In the event of a cancellation due to force majeure, STCW TRAINING UK LTD will use reasonable endeavours to arrange an alternative course of a comparable standard. In the event that this does not prove possible or practicable, the Company undertakes to give an appropriate refund having regard to the circumstances.

**6. Responsibilities of STCW TRAINING UK LTD**

6.1. Whilst STCW TRAINING UK LTD takes all reasonable precautions to prevent accidents or injury, you acknowledge and agree that some of the activities you participate in on the course carry a risk of accident and injury. You undertake not to take any unreasonable risks, and you accept that if you do, then you are responsible for the consequences of your own actions.

6.2. STCW TRAINING UK LTD will make all reasonable checks to ensure that those involved in the preparation and provision of its courses have the appropriate qualifications.

6.3 Descriptions, information and opinions given in the Company's brochure and on its website in respect of the venues, accommodation and other suppliers whose services are used are given in good faith, based on the latest information available at the time.

6.4. STCW TRAINING UK LTD will be under no liability whatsoever if you suffer loss, death or personal injury where there has been no fault on the part of STCW TRAINING UK LTD or its employees, agents or suppliers and the loss, death or personal injury suffered is attributable to your own acts or omissions or to the acts or omissions of a third party not involved in providing the services which make up your course, or to unusual or unforeseeable circumstances or events which could not have been anticipated or avoided by STCW TRAINING UK LTD or its employees, instructors, agents or suppliers even with the exercise of all due care. STCW TRAINING UK LTD's liability to compensate you and the amount of such compensation is subject to the following limitations:

6.4.1. In the case of damage other than death, illness or personal injury, compensation is restricted to a reasonable amount having regard to such factors as, inter alia, the course cost and the extent to which the enjoyment of your course can be said to have been affected.

6.4.2. In all cases, liability and compensation are limited in accordance with the provisions of all international conventions, which concern training and accommodation.

6.5. STCW TRAINING UK LTD undertakes to pay all running expenses of the course including scheduled venue and equipment dues, heating and light. STCW TRAINING UK LTD also undertakes to use reasonable endeavours to fulfil the course within the planned time period and to complete the course on the date and by the time specified on the Booking Confirmation. However, STCW TRAINING UK LTD is not liable for any loss incurred in the event that conditions beyond its control make these aims impossible to achieve.

6.6. Every attempt will be made to give clients maximum tuition time. However, if in the opinion of the instructor, weather conditions, safety or any other consideration renders it imprudent, the instructor's decision is final.

#### **7. Your responsibilities**

7.1. You are responsible for advising STCW TRAINING UK LTD of details of any medical condition or allergies that you have suffered prior to the commencement of the course and of any medication that you are on that may adversely impact you while on the course. In the event that STCW TRAINING UK LTD in its sole discretion considers that these conditions are likely to create an unreasonable burden on the efficient conduct of the course, STCW TRAINING UK LTD has an absolute right to cancel your booking, in which event the cancellation provisions of clause 4.3 above will apply.

7.2. In the event that you have a criminal record or have pending any criminal charges against you which may impact on your ability to be part of the course, or cause undue concern for other course members, you are responsible for advising STCW TRAINING UK LTD of this fact. Should either of these circumstances apply, STCW TRAINING UK LTD has an absolute right to cancel your booking, in which event the cancellation provisions of clause 4.3 above will apply.

7.3. General information concerning passport, visa and health requirements applicable to your course will be sought from you following receipt of your booking form. It is your responsibility to obtain all documents required for your course, to ensure that these are in proper order and to take them with you. STCW TRAINING UK LTD will not be liable if you fail to do so and you will be responsible for meeting any additional costs incurred by reason of such failure.

7.4. When applicable, you are responsible for your own travel to the course and for presenting yourself to take up all pre-booked components of your course. When travelling from outside the UK, STCW TRAINING UK LTD cannot accept responsibility for incorrect documentation or other reasons resulting in refusal of entry at the UK border, missed flights as a result of late check-ins. In all cases no credit or refund will be given if you fail to take up any component of your course. No credit or refund will be given for lost, mislaid or destroyed travel documents.

7.5. You will be expected to comply with STCW TRAINING UK LTD's code of behaviour, which requires you to behave in a civil and responsible manner whilst on course or accommodated in any hotel booked for you by STCW TRAINING UK. Refusal to adhere to the code can result in your being required to leave the course and/or the accommodation. In this event, you accept that you will not be entitled to any refund in respect of the cost of the course.

7.6. In the event that your physical ability to take part in the practical elements of the course proves to be substantially different to that indicated by you on your booking form, and it proves impractical to include you in the course on which you have booked, the Company undertakes to discuss the situation with you but reserves the right to exclude you forthwith from the course.

7.7. You are responsible for taking appropriate care of the equipment and venue at which your course is conducted. In the event of intentional

damage being inflicted on the either of the aforementioned, then you and the other course participants will be required to pay pro rata for the damage sustained.

7.8. Clients accept that they undertake the course at their own risk. STCW TRAINING UK LTD is not responsible for any injury or damage that is caused to a client while on the Company's premises or hired venues. All clients participate in courses at their own risk.

7.9. All clients accept that as an MCA accredited STCW Training School, certificates will only be issued at the end of a course if, in the opinion of the Company's instructors and principal, the client has reached the required standard. The Company's decision shall be final and accepted by the client.

7.10. STCW TRAINING UK LTD operates a strict policy of no smoking or use of illegal substances ("drugs") on all of its courses. Clients agree to adhere to this policy.

7.11. The Railway and Safety Act 2003 and STCW regulations makes it an offence for any professional staff on duty to be incapable of carrying out their duties if impaired because of drink or drugs. STCW TRAINING UK LTD enforces this on their courses and requires that all staff and clients adhere to this policy.

7.12. Clients accept that all personal effects and property brought to a training venue of the Company is done so at their own risk. The Company does not accept any responsibility or liability for any loss or damage incurred while attending the course.

#### **8. Excursions**

During the period of your course with STCW TRAINING UK LTD, you may book an excursion or undertake an activity outside of the course hours other than one arranged by STCW TRAINING UK LTD. In such an event, your contract for such excursion or activity is with the local company providing that excursion or activity and not with STCW TRAINING UK LTD. STCW TRAINING UK LTD has no legal liability for anything that goes wrong on such an excursion or activity and any claim which you might have arising out of the same will be against the local supplier and be subject to its terms and conditions.

#### **9. If you have a problem**

9.1. If you are unhappy with any aspect of STCW TRAINING UK LTD's arrangements while on your course, in the first instance this should be addressed to the course instructor. If this is not acceptable or convenient please address your complaint to the Director at the following address: Mr Neil Penman, STCW TRAINING UK LTD, 4<sup>th</sup> Floor, Salt Quay House, North East Quay, Sutton Harbour, Plymouth, PL4 0HP. Tel. 01752 393260 Email: neil@stcw-training-uk.com

9.2. In the rare event of a dispute, which cannot be settled amicably, it may (if you wish) be referred to arbitration via the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration of small value disputes on documents alone, with restricted liability in respect of costs. Application for arbitration under this scheme must be made within nine months of the date of the course but in special circumstances, it may be offered outside this period.

#### **10. Description of services**

10.1. The Company's brochures are produced many months in advance of courses taking place. Every effort is made to ensure that the details, description and prices contained in brochures are correct, based on inspection and information passed to STCW TRAINING UK LTD by its suppliers. However, changes do occur, sometimes at short notice.

10.2. The Company maintains its latest and most detailed information relating to its services and courses on its website: [www.stcw-training-uk.com](http://www.stcw-training-uk.com). In the event of a client being provided with information which is in conflict with that stated on the Company's website, it is the website information that should be regarded as being correct, unless the contrary information is specifically confirmed to the client in writing.

#### **11. General**

11.1. The contract to which these conditions apply and any matter arising from it are governed exclusively by the laws of England and Wales.

11.2. Unless expressly provided otherwise, no person who is not a party to a contract to which these conditions apply shall acquire any rights thereunder by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### **STCW TRAINING UK LTD**

**4<sup>th</sup> Floor, Salt Quay House, North East Quay, Sutton Harbour, Plymouth, PL4 0HP  
Tel. 01752 393260**

**STCW TRAINING UK LTD LTD is a Limited Company registered in England & Wales: Number 5922850**

**VAT Registration No. 214 2681 32**