

Course Booking Terms & Conditions

- **Supply & Services**

All services supplied by MSA to the Client are subject to the below conditions:

- **Bookings**

Before booking onto the course, please ensure that the course will meet your training needs and that you are able to meet the prerequisites where applicable.

- **Payments**

Course bookings are preferred via the online booking system.

Without full payment, your booking is not guaranteed.

Corporate clients who have an agreed account must make payment as per their individual payment terms. Unsatisfactory account settlement, within the timescale specified, may result in the withdrawal of credit facilities to a defaulting client.

Where bookings include accommodation/flights, any subsequent cancellation will be subject to the hotel/airline's cancellation policy.

- **Medical**

Some courses can be physically demanding therefore you are required to disclose in confidence any medical history or problems, which are likely to affect your physical welfare during the course. This does not necessarily mean that you will be refused a position on the course, but MSA would like to make provision to accommodate that condition if possible. You should confirm to the best of your knowledge that you or the person you are booking on behalf of is not suffering from a heart condition, angina, epilepsy, diabetes, dizzy spells, asthma, back problems or any other medical issues.

- **Limitation of Liability**

In no event shall MSA be liable for (whether direct or indirect) any loss of contracts, profits, anticipated savings, revenue, goodwill, business, loss or corruption of data or software programs, financing expenses, interruption in the use or availability of data, stoppage to other work or consequential losses, nor for any indirect losses.

MSA Instructors, do not accept responsibility for any loss, damage or injury suffered by persons and/or their property arising out of or during the course of their activities whilst training and/or coaching and/or instructing unless such injury loss or damage was caused by, or resulted from negligence or deliberate act.

Completing any of the courses does not guarantee your 'complete survival' in the future. MSA is not responsible for any injury or incident arising out of the use or misuse of the application of the information contained in the training course or material.

MSA does not accept responsibility for any reduction or cancellation due to Weather, Strikes, Riots, Force Majeure, Act of Government or any occurrence whether similar or dissimilar outside the control of MSA.

All of the above must be covered by the insurance of the Client directly. Clients will compensate MSA for any deliberate loss or damage to property of MSA, caused by them.

All delegates are required to observe the Health & Safety Policy of MSA.

Any delegates that are under the influence of alcohol/drugs will be removed from the course.

- **Cancellation Policy**

In the event that the Client needs to cancel or reschedule (in writing to MSA), a confirmed booking with MSA, or fails to attend the following charges will apply:

If the Client **cancels within 14 days prior to the commencement date of the course** or fails to attend, the Client shall pay to MSA a cancellation fee which is equal to the full course fee.

If the Client **cancels outside the 14-day period**, a full refund will be given to the client. However, MSA reserves the right to charge an administration charge of GBP£25.00 per person per course.

In the event that the Client reschedules the course, MSA reserves the right to charge an administration fee of GBP£25.00 per person per course on top of the rescheduled course fees.

Clients may substitute candidates, without penalty, up to the course commencement date, providing written notification is received.

If an insufficient number of bookings are received for any course, MSA reserve the right to cancel the course and either offer an alternative date or refund any pre-paid fees.

Therefore, we advise that if you are booking your own accommodation/flights/travel that you take the above into account as MSA will not be held responsible for any costs incurred in the cancellation of these.

- **Extenuating Circumstances**

If you are unable to attend any of the courses due to extenuating circumstances you must inform MSA in writing. If you were unable to attend due to illness you must provide evidence in the form of a doctor's note.

MSA reserves the right to waive the administration fee at its own discretion.

Replacement certificates will be a minimum of £15 per item, increasing depending upon the certificate type required and postage.

- **Data Protection:**

Any personal information you give to us will be processed in accordance with the General Data Protection Regulation (GDPR). We will use the information to process your booking, to provide the course and to inform you about similar courses, unless you tell us that you do not want to receive this information.

Our legal basis for the processing of personal data is "contract" as it's our contractual obligation to fulfil a course booking for you.

Contract: (Entering into and performing a contract with you):

In order to provide our training services, we may enter into a contract (i.e. a financial payment) with you and/or a third-party organisation. To enter into a contract, we will need certain information, for example your name and address, email and financial information (for billing). A contract (terms and conditions) will also contain obligations on both your part and our part. Further information can be found <https://www.maritimeskillsacademy.com/legal/>