



## Course Booking Terms and Conditions

All services supplied by MSA to the client/customer 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 course prerequisites where applicable and note that copies of said prerequisites will need to be sighted by the MSA Admin team prior to course commencement.

### Payments

Payment is accepted by Visa, Mastercard, AMEX. And bank transfer or through online website bookings.

Full payment is required to confirm your booking.

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.

The Supplier shall submit a further invoice for any additional incurred expenses (as agreed in advance with the Customer) as they are incurred.

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

**Simulator bookings:** The MSA shall submit an invoice for 100% of the booking plus VAT (if applicable) to the Customer 90 days in advance of the course. For short notice bookings received 30-90 days in advance of the intended start date, invoices must be paid in full no less than 30 days prior to the intended start date or on receipt if less than 30 days in advance.

### 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 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: Short courses

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

- For individual bookings:
  - More than 21 days prior to course start date: a full refund will be provided.
  - Less than 21 days to course start date: a fee of 100% of the original booking will be charged.
- For group bookings of over 50% the course capacity:
  - More than 31 days prior to course start date: a full refund will be provided.
  - Less than 31 days to course start date: a fee of 100% of the original booking will be charged.

Customer 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, or travel that you take the above into account as MSA will not be held responsible for any costs incurred in the cancellation of these.

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.

## Cancellation: Simulator courses

The MSA may suspend the participation of any Participants in some or all Training Courses (at the MSA's discretion) until payment has been made by the Customer in full.

Cancellation and rescheduling policy:

- More than 60 days prior to course start date: A Full refund of original booking is provided.
- Between 60 days to 30 days prior to course start date: a fee of 50% of the original booking will be charged.
- Less than 30 days to course start date: a fee of 100% of the original booking will be charged.

The Customer shall book and pay a minimum of 90% of the Training Courses indicated in each 12-month period during the Term.

## Replacement Certificates

Re-issuing a lost/damaged certificate will be charged at £15 per certificate plus 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/>