



# Course Booking Terms & 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, where required, you are able to meet the course prerequisites. Proof of prerequisites will need to be sighted by the MSA Admin team prior to course commencement.

## 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 at all possible, however it may be advisable to reschedule once you are fit and well.

## Payments

Full payment is required to confirm your booking.

Payments can be made via Visa, Mastercard, AMEX directly through website bookings.

Where invoices are required, these are to be requested through the MSA Admin Team where payment can be made by bank transfer or by Visa, Mastercard or AMEX via an email payment link.

Corporate clients who have an agreed account must make payment as per their individual payment terms, this includes payment for any extras, such as but not limited to, Accommodation and Transfers. Failure to do so may mean the withdrawal of the credit facility and cancellation of any future courses booked.

Where Corporate Payment terms are not agreed, we will submit to you at point of booking an invoice for 100% of the course cost, Accommodation and Transfers which will need to be paid within 30 days. Failure to do so may result in the course being cancelled.

## Cancellation Policy

- In the event of cancellation occurring **21 days prior** to the start of the course – A full refund will be given.
- In the event of cancellation occurring **0-20 days prior** to the start of the course, including no-show – No refund will be given.

If you are unable to attend any of the courses due to extenuating circumstances, you must inform MSA as soon as possible.

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

*Please note that 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.*



## Corporate Cancellation Policy – Group Bookings at MSA Portsmouth (Simulation Training Centre)

- In the event of cancellation occurring **61 days** prior to the start of the course – A full refund will be given.
- In the event of cancellation occurring **31 to 60 days** prior to the start of the course – A fee of 50% will be due
- In the event of cancellation occurring **0-30 days** prior to the start of the course, including no-show – a fee of 100% will be due including any fees incurred for late cancellation with Accommodation and Transfers if originally booked.

## Overseas Training

For training taking place outside of MSA Dover & Portsmouth; for example, but not limited to; Gibraltar, bespoke offsite or onboard training:

- In the event of cancellation occurring **21 days** prior to the start of the course – A full refund will be given.
- In the event of cancellation occurring **0-20 days** prior to the start of the course, including no-show – No refund will be given.

## 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.

## 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/>