



## TERMS AND CONDITIONS

### 1. DEFINITIONS

**1.1** Applicant: the person or organisation stated on the Booking Form as being responsible for payment of the Course Fees.

**1.2** BMF: means the Course provider, British Marine Federation, (company registration number 2592536), whose registered office is at Marine House, Thorpe Lea Road, Egham, Surrey TW20 8BF.

**1.3** Delegate: the person stated on the Booking Form as the Course attendee.

**1.4** Course: the course run either within the UK or abroad by the BMF as stated on the Booking Form.

**1.5** Course Fee: the fee charged by the BMF for a place on the Course, as advertised by the BMF.

**1.6** Booking Form: means the booking form for the relevant Course.

### 2. BOOKINGS

**2.1** Booking Forms must be submitted with either the full Course Fee or a deposit, as advertised.

**2.2** All Course Fees are expressed as a VAT exclusive amount. All Course fees for half day courses include refreshments, course notes and a certificate of attendance. All Course for full day courses include the same as half day courses and lunch in addition.

**2.3** Booking Forms submitted without the relevant payment will not be processed until the payment is received.

**2.4** Delegates will not be permitted to attend the Course if the Course Fee has not been paid in full by the last working day prior to the Course commencement.

**2.5** Places on the Course are limited and will be allocated by BMF on a "first come first served" basis. Submission of a Booking Form does not guarantee admission to the Course.

**2.6** BMF will write to successful Delegates confirming their place on the Course. Bookings will remain provisional (and therefore capable of cancellation at any time without penalty) until this written confirmation is issued.

### 3. CANCELLATIONS AND SUBSTITUTIONS

**3.1** If the BMF cancels the Course the Applicant will receive a full refund of the Course Fee.

**3.2** If the Applicant cancels the booking for the Course giving the BMF more than 48 hours notice in writing, the Applicant will receive

one complimentary place on the Course on another date, subject to availability. No refunds are available.

**3.3** If the Applicant cancels the booking for the Course giving the BMF less than 48 hours notice no refund will be given but the Applicant will be offered one complimentary place on the Course on another date, subject to availability at an administration fee of £40.

**3.4** Alternatively the BMF will allow the substitution of an alternative Delegate.

**3.5** The BMF reserves the right to amend the content of any Course(s) without notice when, in the BMF's opinion, such amendment does not fundamentally change the content of such Course(s).

### 4. EVENTS OUTSIDE OUR CONTROL

**4.1** The BMF will not be liable or responsible for any failure or delay or interruption in providing the Course that is caused by events outside our reasonable control. The BMF will use its reasonable endeavours to reschedule any Course that is cancelled, delayed or curtailed.

### 5. COPYRIGHT

**5.1** The copyright in the Course materials is owned by the BMF and other third parties, and Course materials are licensed to Delegates for their own personal use, and not for re-use or re-sale.

### 6. DATA PROTECTION

**6.1** We will use details of Delegates and Applicants submitted on the Booking Form to inform them of future training opportunities by e-mail, telephone, post and any other reasonable method. Applicants and Delegates are asked to inform the BMF training team if they would rather not receive this information.

### 7. LIABILITY

**7.1** The BMF regrets that it cannot be held responsible for any loss or damage to the property of the Applicant or the Delegate, or in relation to any death or personal injury unless caused by the BMF's negligence. The Applicant and/or Delegate are therefore advised to effect adequate insurance cover to cover these situations.

**7.2** Except for any liability for death or personal injury caused by the BMF's negligence or for fraud or any other liability that cannot be excluded or limited by law, the BMF will not be liable to the

Applicant or the Delegate, whether in contract, tort, or otherwise for any:

- (a) consequential loss;
- (b) indirect loss;
- (c) special loss;
- (d) incidental loss;
- (e) loss of profit;
- (f) loss of reputation;

however so caused.

**7.3** Except for any liability for death or personal injury caused by the BMF's negligence, or for fraud or any other liability that cannot be excluded or limited by law, and subject to clause 7.2 above the BMF will not be liable to the Applicant or the Delegate, whether in contract, tort, or otherwise for any sum greater than the sums paid by the Applicant to the BMF under the relevant booking, per event or series of events.

**7.4** The limit in clause 7.3 above shall not apply to damage to property caused by the BMF's negligence, for which damage to a limit of £2million in aggregate shall apply.

**7.5** BMF reserves the right to pass any and all charges on to the Applicant or the Delegate for any charge made against it for the cost of rectifying damage, caused by a deliberate, negligent or reckless act of the Delegate to any accommodation or venue or transport vehicle used by the BMF or its subcontractors in the provision of the Course.

### 8. ENTIRE AGREEMENT

**8.1** These terms and conditions and any document expressly referred to in them represent the entire agreement between the BMF and the Applicant and Candidate in relation to the subject matter of these terms and conditions, understanding or arrangement between us, whether oral or in writing.

**8.2** Nothing in this clause 8 will limit the BMF's liability for fraud.

### 9. LAW AND JURISDICTION

The Agreement shall be subject to English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.