



MARITIME TRAINING LIMITED

## Terms and Conditions

These terms and conditions apply to Service provided by Maritime Training limited or DP Services (“MTL”, “DPS”, or “we” or “us”).

These terms and conditions apply to all Service MTL provides. Please read these terms and conditions carefully before purchasing.

If you do not agree to these terms and conditions you must cease to continue to purchase any Service from us. Purchasing any of our Service, will be deemed as conclusive acceptance of these terms and conditions.

“Service” means:

1. the provision of Courses and Tutorials by MTL via access to an online portal and the provision of Materials; and/or
2. the provision of compliance services, advice and guidance in our role as a maritime consultancy, by DPS.

### 1. OUR TERMS

1.1

**What these terms cover.** These are the terms and conditions on which we supply the Service to you.

1.2

**Why you should read them.** Please read these terms carefully before you subscribe to the Service. These terms tell you who we are, how we will provide Service to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 1.3

**Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

You are an individual and you are buying the Service from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

### 1.4

**If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

## 2. INFORMATION AND HOW TO CONTACT US

### 2.1

**Who we are.** We are

1. Maritime Training Limited for tutorial and all training services
2. DP Services for
  - a. maritime consultancy services, and
  - b. Designated Person duties for PAMF Code Designated Person Services.

### 2.2

**How to contact us.** You can contact us by emailing us at [martrainltd@gmail.com](mailto:martrainltd@gmail.com)

### 2.3

**How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or the postal address you have provided.

### 2.4

**“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

### 3.1

**How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

### 3.2

**If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing. This may be due to unforeseen interruptions of internet Service, because your payment method has not been successful, or because we have identified an error in the price or description of the Service.

### 3.3

**Our agreement.** On acceptance of your order we agree to provide the Service with reasonable skill and care in accordance with your order provided that you make the necessary payments relating to your order. We do not make any guarantee that you will obtain a particular outcome or employment opportunity as a result of your order.

We will use all reasonable endeavours to provide the Service on the dates and at the times agreed with you, but any such dates are estimates only and failure to perform the Service on the specified dates and at the specified times will not give you the right to terminate your contract.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

For the avoidance of any doubt, time shall not be of the essence for the purposes of our carrying out the Service pursuant to this contract.

### 3.5

**Your responsibilities.** It is your responsibility to ensure that:

- You provide us with all accurate information that we request from you in order to provide the Service
- Where appropriate, you keep any password for accessing the Service secure and do not share the password with any other individual.

## 4. SERVICE AND DELIVERY

### 4.1

**Delivery.** Once payment has been received for the Service and your order has been confirmed by us via email, the services for which you have paid will be provided in accordance with the specifics relating to our agreement.

## 5. OUR RIGHTS

### 5.1

**Changes to terms and conditions.** We may need to change our terms and conditions from time to time, for business purposes or due to new legislation.

## 6. YOUR RIGHTS TO END THE CONTRACT

### 6.1

**Exercising your right to change your mind if you are a consumer** (Consumer Contracts Regulations 2013). If you are a consumer, then for most Services bought online you have a legal right to change your mind within 14 days and receive a refund for the Service. You will be refunded within 14 days of us receiving your written request for a refund. However, this right to change your mind does not apply to software products. By providing payment and receiving the Service to your device you will be deemed to have commenced the course or tutorial, and you are therefore waiving your right to withdraw from the contract.

### 6.2

**Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change your mind (see Clause 7.1), you can still end the contract by giving at least 14 days' notice prior to the commencement of the Course, Tutorial, or Service.

## 7. HOW TO END YOUR CONTRACT WITH US (including if you are a consumer who has changed your mind)

### 7.1

**Tell us you want to end the contract.** To end the contract with us, please notify us in writing by email at [martrainltd@gmail.com](mailto:martrainltd@gmail.com). Please provide your name, address, details of the order and, where available your contactable phone number and email address.

## 7.2

**How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the Service, by the method you used for payment within 14 days of the date on which you have notified us of your wish to cancel the contract. However, we may make deductions from the price, as described below.

## 7.3

**When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

## 7.4

**When your refund will be made.** We will make any refunds due to you as soon as possible, but in any event, within 14 days of you telling us that you have changed your mind.

## 8. OUR RIGHTS TO END THE CONTRACT

### 8.1

**We may end the contract for the Service at any time by writing to you if:**

- (a) you fail to keep secure, or intentionally share your password for the online portal and as a result any other individual is able to access the Service using your password for the online portal; or
- (b) you are otherwise in breach of these terms and conditions.

### 8.2

**We may withdraw the provision of the Service.** We may write to you to let you know that we are going to stop providing the Service. We will endeavour to inform you at least 1 month in advance of our stopping the supply of the Service and will refund any sums you have paid in advance for Service which will not be provided.

## 9. IF THERE IS A PROBLEM WITH THE PROVISION OF SERVICE

**How to tell us about problems.** If you have any questions or complaints about the Service we provide, please contact us. You can email us at [martrainltd@gmail.com](mailto:martrainltd@gmail.com).

## 10. PRICE AND PAYMENT

### 10.1

**Where to find the price for the Service.** The price of the Service (which includes any applicable VAT at the rate applicable at the time of order) will be the price indicated on the website pages when you placed your order, or the price that we have agreed to in writing for a DP contract. We use our best efforts to ensure that the price of the Service advised to you is correct. However please see Clause 10.2 for what happens if we discover an error in the price of the Service you order.

### 10.2

**What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Service we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

### 10.3

**When you must pay and how you must pay.** We accept payment through Paypal, Stripe or direct deposits into our bank account. You must pay for third party commissions (eg Paypal, Stripe), bank charges and all Services at the point when you place an order for the Service.

### 10.4

**No right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 11.OUR RESPONSIBILITY FOR LOSS AND DAMAGE

### 11.1

**Liability.** We do not accept any liability for:

- any loss or corruption of data resulting from using our online Service or any other IT issues resulting therefrom
- any costs, fees or expenses arising directly or indirectly from your taking part in the Service
- any loss of profit, revenue or goodwill,
- any loss sustained by you, direct or indirect, resulting from any advice, guidance or similar that we have given; or
- any indirect, special or consequential losses, costs or expenses arising from any breach of the terms of our contract.

### 11.2

**Exclusion of conditions and warranties.** Except to the extent that they are expressly set out in these terms and conditions, all other conditions and warranties given by us are excluded to the fullest extent permitted by law.

### 11.3

**Limitation of liability.** Subject to clause 11.4 below, and notwithstanding anything to the contrary contained or referred to herein, our total liability to you arising from or in connection with the Service (and whether the liability arises as a result of breach of contract, negligence or otherwise) shall be limited to 50% of the payment received by us from you in connection with the relevant Service.

### 11.4

**Limit of exclusion of liability.** Nothing in this Agreement shall exclude or limit our liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.

### 11.5

**No subsequent claims.** No claim may be brought more than six months after the last date on which the Service concerned have finished or ceased to be provided by us.

## 11.6

**Following termination of your agreement.** This Clause 11 shall continue to apply following termination of your agreement with us.

## 12. HOW WE MAY USE YOUR PERSONAL INFORMATION

### 12.1

**How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy.

## 13. OTHER IMPORTANT TERMS

### 13.1

**We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

### 13.2

**Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms. Under no circumstances are you permitted to redistribute or resell any element of the Service or to share your password account details with any third party.

### 13.3

**If a court finds part of this contract illegal, the rest of the terms will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### 13.4

**Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Service, we can still require you to make the payment at a later date.

### 13.5

**Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the Service in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Service in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Service in either the Northern Irish or the English courts.

### 13.6

**Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim