

## TERMS AND CONDITIONS:

These “Terms and Conditions” apply to all enquiries and contracts and exist between you, the Customer (“Customer”) and Marine Power Training Limited (“MPT” or “Marine Power Training”).

## BOOKINGS

Any booking made by the Customer with Marine Power Training, whether made via online means, by phone, email, in writing or in person, followed by an acceptance (verbally or by email) by Marine Power Training forms the basis of a contract.

Bookings will only be accepted when accompanied by the appropriate “Booking Deposit” or “Full Fees”.

“Booking Deposits” are non-refundable.

“Full Fees” must be made (and cleared with our bank) by the “Full Fees Due Date”. If full payment is not made by this date then Marine Power Training reserves the right to re-sell your place and you will forfeit your booking deposit. Courses booked after the “Full Fees Due Date” must pay the “Full Fee” at the time of booking.

## PAYMENT OF DEPOSITS AND COURSE FEES

<b>Course</b>	<b>Deposit Required</b>	<b>Full Fees Payable By</b>
Online / E-Learning Courses	Full course amount	At time of booking
Classroom and Powerboat courses up to £500	Full course amount	At time of booking
Classroom and Powerboat courses over £500	£500	One calendar month before course start date

Bank Transfer	Starling Bank. Marine Power Training Limited Sort code: 60-83-71 Account number: 31531411
International Bank Transfer	IABN: GB49SRLG60837131531411 BIC / SWIFT: SRLGGB2L
Debit or Credit Card	Visa, Mastercard, American Express
Cheque	Made payable to Marine Power Training Limited. Please allow SEVEN days from receipt for clearance prior to the Full Fees Date
Cash	We are unable to accept payments by cash unless by prior arrangement
RYA Voucher	Please forward these by insured post or give to us in person

## CANCELLATIONS

Cancellations made by the Customer before the “Full Fees Due Date” (see table above) will only forfeit the booking deposit. Cancellations by the Customer made on or after this date will be liable for their full fees in all cases.

Please ensure you confirm you hold any of the pre-requisites qualifications PRIOR to booking as not having these will not vary these cancellation terms.

## REBOOKING OF COURSES

Should you be unable to attend a course you have booked with Marine Power Training, we will, subject to certain conditions, allow you to reschedule your course to a later date on payment of the appropriate rebooking fee(s) detailed below.

“Notice to reschedule,” refers to the notice given by you prior to the **scheduled course start time**. For the avoidance of doubt, a day is considered to be a 24 hour period or any multiple thereof.

An enquiry from you as to our potential rescheduling of your course **does not** constitute notice until a confirmation in writing (email will be accepted) from you that would like to reschedule does.

Postponement must be made by email to [bookings@marinepower.traininig](mailto:bookings@marinepower.traininig). Notice given by ANY OTHER MEANS.

When rescheduling you can select any available date within 6 months of your original course date. If, for any reason, we are unable to deliver your rebooked date, we will refund any re-booking fee charged, **NOT** the original fee.

The “Rebooking Fee,” is a % of the course price when originally booked.

Notice Given by Customer	Rebooking fee for 1 day shore based courses	Rebooking fee for > 1 day shore based courses	Rebooking fee for Powerboat Courses
1 calendar month	25%	25%	25%
3 weeks or more	35%	35%	50%
14-20 days	50%	50%	75%
6-13 days	70%	80%	90%
1-5 days	95%	95%	95%
Less than 24 hrs	100%	100%	100%

We strongly advise you to consider insuring your course booking with a third party insurer in case you are unable to attend for any reason.

## CANCELLATION OF, OR CHANGES TO, COURSE BY MPT

Marine Power Training reserves the right to cancel any booking at any time, though will only do so as a last resort. In the unlikely event of this happening, we will offer alternative dates for you to reschedule.

if the dates we offer you do not suit we will offer a full refund of course fees you have paid to us. We will not be liable for any other costs or losses that you may incur, including (but not limited to), travel and accommodation. We recommend you protect yourself by either booking fully flexible/refundable travel/accommodation and/or taking out appropriate insurance. We are unable to provide insurance advice.

Marine Power Training reserves the right to make changes to the advertised programme.

In the unlikely event that an unforeseeable event which is outside of our control forces us to. We reserve the right to reschedule a course to a later date. This could include, (but is not limited to); extreme weather, regional power outage, national emergency, war, terrorism, epidemic, pandemic, riots, earthquake, strike action, legislation or regulation. If we are forced to postpone your course then both parties will suffer their own associated costs and our sole obligation to you, will be to offer alternative course dates within six months of the cancellation.

## YOUR HEALTH

For all courses with a practical element you must be in good physical health at the start of your course. If you have any doubts about your ability to undertake the course you have booked you must consult a suitably qualified medical professional. Marine Power Training is not suitably qualified in this regard and is therefore unable to offer any advice in this regard.

The decision as to whether to participate in any of our activities lies with you the participant. By enrolling on any of our courses you accept that there is a risk involved with activities undertaken on the water. It is your responsibility to decide if you are fit and healthy enough to start or continue any activity.

On ANY matter of safety, the decision of your instructor, the Chief Instructor or Principal of Marine Power is final.

## GENERAL

All RYA and MCA courses are taught in the English language. Students will be required to deliver briefings in English as part of their course.

Marine Power Training is not responsible for any loss or damage to your personal possessions while you are with us and you should carefully consider insuring any items you choose to bring with you on the day of your course.

We reserve the right to vary these terms.

## OWN BOAT TUITION

For courses where tuition is to be provided on your own vessel, you confirm that:

- your vessel is in a seaworthy condition and all ships systems serviced as a *minimum* in line with the manufacturers recommended service schedules
- that you have the *minimum* safety equipment specified by the RYA in their guidelines for UK Pleasure Vessels which can be found at:  
<https://www.rya.org.uk/knowledge/safety/look-after-yourself/equipment-for-uk-pleasure-vessels>
- you have onboard serviced and appropriate numbers and types of PFD (personal floatation devices) to the activity to be undertaken
- the vessels engine(s) and other control systems have all been used within the four weeks prior to training taking place and that they operated without fault.
- that you have current an operational marine insurance appropriate to the type of vessel and that you have advised your insurers of the training activity taking place
- fuel is NOT provided by Marine Power Training for own boat tuition and your vessel should have on board fuel sufficient for the training to be undertaken. Additionally, you should have the means with you to pay for any fuel needed for the tuition.
- you have in place some kind of marine emergency assistance policy. Marine Power Training recommends Seastart.
- should the instructor attend your vessel and identify that it is not safe to use for the intended training OR should any omissions of safety be identified during the training the instructor may, at their absolute discretion and with the full authority of Marine Power Training, suspend all training, return the vessel to the nearest safe berth and require you to rebook the training on the terms outlined within these Terms and Conditions.