

Terms and Conditions applying to the provision of the UKHMA Harbour Master Certificate Programme by Port Training Ltd.

- The following terms and conditions (“**the Terms**”) apply to all candidates (“**you**”) that are purchasing an 18-month subscription for access to the UKHMA Harbour Master Certificate Programme (“**the Programme**”) provided by Port Training Ltd (“**we**” or “**us**”).
- Please ensure you read and understand the Terms in full before proceeding with your booking and print off a copy for your records. It is your responsibility to keep a copy of the Terms in case you wish to refer to them later.
- By completing and submitting the online booking form on our website (“**the Booking Form**”), you are confirming your agreement to be bound by the Terms.
- If there is any conflict between the Terms and other documents to which the Terms refer, the Terms shall prevail.
- Your contract is with Port Training Ltd, a limited company registered in England and Wales, company registration number 13166545, of 70 Dudley Street, Warrington, England, WA2 7BQ - Email: admin@porttraining.co.uk.
- Your acceptance has immediate cost implications and creates financial and non-financial commitments. We draw your attention in particular to clauses 5, 6, 7, and 8 below, which you must read carefully before proceeding.
- We also draw your attention to clause 10 which sets out the limits of our liability under this agreement.
- If there are any aspects of the Terms that you do not understand, we encourage you to contact us for clarification before you submit the Booking Form.

1. OUR TERMS

- 1.1. These terms may have changed since you last reviewed them, so please ensure you review them fully before proceeding with your purchase.
- 1.2. You can find everything you need to know about us and our services and products on our website before you order. We also confirm the key information to you in writing before accepting your booking.
- 1.3. When interpreting this agreement:
 - 1.3.1. Any words following the terms 'including', 'include', 'in particular', 'for example', or any similar expression, shall be construed as illustrative and shall not limit the sense of those terms.
 - 1.3.2. A reference to 'writing' or 'written' includes faxes and emails.
- 1.4. We don't give business customers all the same rights as consumers. For example, they have different rights where there is a problem with a service, and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated.

2. ENTIRE AGREEMENT

- 2.1. If you are a business customer this is our entire agreement with you; 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 us or on our behalf which is not set out in these terms. You also acknowledge that you have no claim for innocent or negligent misrepresentation or misstatement, based on any statement in this agreement.

3. PLACING AN ORDER

3.1. You can purchase an initial 18 month subscription the Programme by:

- 3.1.1. completing and submitting the Booking Form; and
- 3.1.2. confirming you meet the criteria for acceptance, as laid down by our regulating authority and set out on the website; and
- 3.1.3. making all necessary payments (see clause 5 for details of those payments).

3.2. We only agree to Candidates' request for subscriptions when we've checked them, and this includes checking the contents of the Booking Form and your suitability for the Programme.

3.3. Our acceptance of your request will take place when we email you to accept you onto the Programme, at which point a contract will come into existence between you and us.

3.4. Sometimes we reject requests for various reasons, including (but not limited to) you not being eligible for the Programme. When this happens, we let you know as soon as possible and refund any sums you have paid if you do not wish to proceed.

4. THE PROGRAMME

4.1. Access to the Programme is provided via various online platforms and may include the provision of webinars and times and space made available for collegiate caucusing, access to various Programme materials, and the provision of assessment services and other associated activities relevant to helping you securing the UKHMA Harbour Master Certificate. The full scope of the Programme is detailed on our website.

4.2. As regards our provision of your access to the Programme:

- 4.2.1. we shall use reasonable endeavours to provide access to the Programme in accordance with the description applied to it.
- 4.2.2. we shall provide access to all applicable components of the Programme with reasonable skill and care.
- 4.2.3. although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees (express or implied) that the content on our site is accurate, complete, and/or up-to-date.

4.3. With regards to achieving any particular results or outcomes:

- 4.3.1. we are unable to guarantee or warrant that you will achieve any particular result on the Programme, including (but not limited to) passing any examination, an assessment/unit and/or successfully securing the Harbour Master Certificate.
- 4.3.2. any statements or representations made by us regarding potential outcomes, benefits, or results are expressions of opinion and should not be considered as guarantees or promises.

- 4.4. We will use all reasonable endeavours to provide access to the Programme in accordance with the dates/timetable agreed, but any such dates are estimates only. Any delays will not give you the right to terminate your contract (subject to the contents of clause 7 below), and time shall not be of the essence for the purposes of us providing access to the Programme.
- 4.5. Participating in the Programme will not automatically result in your acceptance by the relevant professional body. It is your responsibility to ensure that you meet the eligibility requirements of the relevant professional body. We will not be liable for any failure for you to be accepted into your desired profession.
- 4.6. All representations, warranties and/or terms and/or commitments not expressly set out in the Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

5. PAYMENT

- 5.1. The price of the Programme (which may include any applicable VAT at the rate applicable at the time of order) will be the price indicated on our website Booking Form when you place your subscription request online (“the Programme Fee”).
- 5.2. We use our best efforts to ensure that the Programme Fee advised to you is correct. In the unlikely event that due to a technical error the price displayed on our website is wrong:
 - 5.2.1. we will notify you as soon as we reasonably can.
 - 5.2.2. if the correct price is higher than that displayed on the website, then you will be given the opportunity to cancel your place and receive a full refund at the time you are notified of the higher price.
 - 5.2.3. if the correct price is lower than that displayed on the website, then you will be refunded the difference.
- 5.3. You are required to pay the Programme Fee in full upon completing your order, using the prescribed method.
- 5.4. Any additional fees that may be required from you in specific circumstances are set out in the Table of Tariffs.
- 5.5. While we accept that some individuals may be sponsored by their employers, you are solely responsible for the Programme Subscription Fee in the event of your sponsor failing to support you in this endeavour. You are the individual named in the online Booking Form which you complete on application for the Programme.
- 5.6. If we're unable to collect any payment you owe us, we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.
- 5.7. If you are a business customer, you have no set-off rights. 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).

6. YOUR NON-FINANCIAL OBLIGATIONS

6.1. By being successfully awarded a subscription to the Programme, you accept, agree to be bound by, and comply with:

- 6.1.1. all policies that we publish (and update) on our website from time to time.
- 6.1.2. all rules and regulations relating to the Programme, including the Candidate Rules and Procedures found [here](#).
- 6.1.3. all eligibility requirements of the UKHMA and any other applicable regulatory or validating body; including (without limitation and where applicable) obtaining membership, and compliance with any character and suitability criteria.
- 6.1.4. the Programme's academic, language, and other eligibility requirements which you are required to meet prior to commencing the Programme.

In the event of conflict between the content of external documents and/or policies and the Terms, the Terms shall prevail and take precedence over any conflicting provisions.

6.2. You must keep any password and/or link to sharing websites for accessing the Programme secure and you must not share either with any other individual.

6.3. You must submit all work for assessment in accordance with the Candidate Rules and Procedures and within the time limits specified.

6.4. You are solely responsible for making application for extending your registration if it becomes apparent that you will exceed the time limits to complete the Programme for whatever reason; we are not obliged to grant any such extensions, we will consider all the circumstances of each individual case, and at our own discretion, decide whether to grant an extension or not. Any application to extend your subscription will attract an extension subscription fee, as listed in the Table of Tariffs.

6.5. You acknowledge and agree the following:

- 6.5.1. the Programme is primarily a self-directed learning course, and you assume full responsibility for your commitment to it. You understand that there is no formal teaching; self-learning will be via your own research and interaction with other candidates.
- 6.5.2. your failure to actively participate, complete assigned tasks, or meet our requirements may result in a failure to receive the intended benefits of the Programme, including securing the UKHMA Harbour Master Certificate.
- 6.5.3. successful completion of the Programme is dependent upon your personal active participation, commitment, and cooperation.
- 6.5.4. the Programme is time-consuming, and it must be completed within 18 months of starting.
- 6.5.5. the assessment process is a full and robust examination of your knowledge, understanding and practical skills as gauged against the current National Occupational Standards for Harbour Masters.

6.5.6. we shall not be held responsible for any failure to provide specific services or educational outcomes resulting from your lack of effort, or your inability/failure to meet your obligations outlined in this clause or elsewhere.

6.5.7. if you encounter personal or external factors that may impact your ability to engage in the Programme, it is your responsibility to promptly notify us and seek assistance or accommodations. We may, at our discretion and in accordance with the Candidate Rules and Procedures, provide reasonable accommodations or alternative arrangements (subject to availability and feasibility).

6.6. You must take reasonable care to verify that the Programme will meet your needs and any specific requirements that you have, and we will not be responsible for your failure to do so. You agree that you have familiarised yourself with all relevant Programme literature and you understand what will be required of you to successfully complete the Programme.

7. PROGRAMME CHANGES AND CANCELLATIONS

7.1. In our role as managers of the Programme material, we will endeavour to keep any changes to the Programme to a minimum and to keep you informed; however, some changes may be necessary to reflect changes in relevant laws and regulatory requirements and/or due to financial reasons and/or to reflect changes to theory or practices. Where the changes do not alter the substance of the Programme, we are entitled to make such changes without seeking your consent.

7.2. Sometimes we may need to make a change which we reasonably believe would result in you receiving a substantially different Programme or service from us (a "**Substantial Change**"). For any such Substantial Change we will notify you in writing as soon as possible and you will have the opportunity (if you do not accept the proposed change) to either transfer to a future cohort, or cancel your place on the Programme without incurring a penalty.

7.3. Sometimes we may be unable to provide the Programme for various reasons, including (but not limited to):

7.3.1. if there are not enough students confirmed on the Programme.

7.3.2. if the running of the Programme becomes unviable or practically impossible for us.

7.3.3. if the educational experience of a student is likely to be impaired if the Programme continued.

7.3.4. if there are changes to the availability of a particular physical location.

7.3.5. if a key person involved in the provision of the Programme becomes unavailable.

7.4. Where clause 7.3 applies, we have the option at our discretion to either transfer you into another future cohort (if applicable) or cancel the contract with you.

7.5. If the contract is cancelled in accordance with clause 7.2 or clause 7.4, we will refund you the Programme Fee, but we will be entitled to deduct from that refund the cost of any materials and/or administration, assessment, mentoring or examination services supplied to you and a proportionate amount of the Programme Fee to reflect work done prior to the cancellation. We are not responsible for any remedy, damages, or compensation beyond this.

7.6. We can cancel our contract with you and claim any compensation due to us in the following situations:

- 7.6.1. if the Programme Subscription Fee, or any other sums you owe to us, are not paid at the time when they are due:
- 7.6.2. if you have failed to meet any relevant eligibility criteria for the Programme and/or if you have failed to comply with any preconditions stipulated by us.
- 7.6.3. if you fail to take up your place at the start of the Programme.
- 7.6.4. if you fail to attend and/or submit your work in accordance with the Programme requirements.
- 7.6.5. if you have, in our reasonable opinion, provided us with information which is inaccurate, incomplete, and/or misleading.
- 7.6.6. if you don't, within a reasonable time of us asking for it, provide us with information, documentation, and/or cooperation that we need to provide the Programme to you.
- 7.6.7. if you fail to comply with any rules and regulations relating to the Programme, including the Candidate Rules and Procedures.
- 7.6.8. if you have otherwise breached the Terms.

8. CANCELLATION BY YOU

8.1. This clause applies only if you are a consumer and you bought online or over the telephone:

- 8.1.1. you have a legal right to change your mind and cancel this contract up to 14 days after the date we confirm we have accepted your booking.
- 8.1.2. if you cancel before your subscription start date for the Programme has passed, we will refund the Programme Subscription Fee to you in full as soon as possible and within 14 days of you telling us you want to cancel. We refund you by the method you used for payment, and we don't charge a fee for the refund.
- 8.1.3. if your subscription start date for the Programme has already passed, we will refund you the Programme Fee, but we will be entitled to deduct from that refund the cost of any materials supplied to you and a proportionate amount of the Programme Fee to reflect work done prior to the cancellation.
- 8.1.4. you can't change your mind once the Programme has been completed.
- 8.1.5. to let us know you want to change your mind, contact us at: admin@porttraining.co.uk.

8.2. Where there is no right to a refund in accordance with clause 8.1 (including where you are not a consumer), you can give us written notice of your intention to cancel at any time and the following amounts will become due from you depending on when you informed us of that intention:

- 8.2.1. if written notice is received on a date that is up to one month prior to the date on which the Programme is due to commence (“**the Programme Start Date**”), you must pay 10% of the Programme Fee.
- 8.2.2. if written notice is received after the date that is one month prior to the Programme Start Date, but before the date that is three months following the Programme Start Date, you must pay 50% of the Programme Fee.

8.2.3. if written notice is received on or after the date that is three months following the Programme Start Date, you must pay 100% of the Programme Fee.

8.3. If you cancel in accordance with clause 8.2, we will refund to you the portion of the Programme Fee that remains after deducting the above charges.

8.4. In certain circumstances we may, at our discretion, allow you to transfer to a future Programme cohort instead of cancelling your contract completely, if you request it. We reserve the right to apply the cancellation charges in clause 8.2, or a portion of them, to cover any necessary administrative costs and/or losses caused by your transfer. Any decision to grant such a transfer will be made in accordance with the Candidate Rules and Procedures.

9. COMPLAINTS AND DISPUTE RESOLUTION

9.1. In the unlikely event that access to the Programme is not provided to the standard promised, where you are contracting as a consumer you have the following legal rights under the Consumer Rights Act 2015:

9.1.1. You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

9.1.2. If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

9.1.3. If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

For detailed information please visit the Citizens Advice website: www.citizensadvice.org.uk.

9.2. You may submit a complaint to us at admin@porttraining.co.uk following the Complaints Procedure on our Website and we will endeavour to investigate and settle the complaint within 14 days of its receipt by email.

9.3. You may bring a claim at court and you agree to the following:

9.3.1. These terms are governed by English law.

9.3.2. If you are a consumer, wherever you live you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

9.3.3. If you are a business, you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

10. OUR LIABILITY

10.1. We don't compensate you for all losses caused by us or our services and any limitations are set out below.

10.2. If you are a consumer, we're responsible for losses you suffer caused by us breaking this contract unless the loss is:

10.2.1. Unexpected, in that it was not obvious that it would happen and nothing you said to us before we accepted your booking meant we should have expected it (so, in the law, the loss was unforeseeable).

10.2.2. Caused by an event(s) outside of our reasonable control.

10.2.3. Something you could have avoided by taking reasonable action.

10.2.4. A business loss. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in clause 10.3 below.

10.3. If you're a business, then, except in respect of the losses described in clause 10.4:

10.3.1. we shall not be liable to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any loss of profit, or any indirect or consequential loss arising under - or in connection with - any contract between us; and

10.3.2. our total liability to you for all other losses shall be limited to the Programme Fee. This applies to losses arising under, or in connection with, any contract between us and to liability in contract, tort (including negligence), breach of statutory duty, or otherwise.

10.4. Nothing in these terms shall limit or exclude our liability for:

10.4.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

10.4.2. fraud or fraudulent misrepresentation;

10.4.3. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11. DATA PROTECTION

11.1. How we use any personal data you give us is set out in our Privacy Policy. You are entitled to review that policy, which is available on request.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. We are the custodian of all UKHMA intellectual property in the Programme and the owner of any Programme materials that we have prepared for you (including but not limited to any content provided electronically). Neither the Programme nor any such materials, may be reproduced, shared, stored in a retrieval system, published, or transmitted in any form or any means without our permission.

12.2. All intellectual property rights created by you during the Programme and relating to your studies (including, but not limited to, exam scripts, assessments and projects completed by you) will be jointly owned by you and us from creation.

13. CONFIDENTIALITY

13.1. Information regarding your attendance and academic performance on the Programme will be kept confidential by us unless you agree otherwise, or you take steps to waive its confidential nature. We will only disclose such information where it is required to be disclosed by law, or to a relevant regulatory or professional body for the Programme, or as otherwise permitted by our Privacy Policy and Candidate Rules and Procedures.

13.2. If you request a reference from us, you agree to waive your right to confidentiality and agree that we can process your personal data for this purpose and disclose it to the relevant third party.

13.3. If you are sponsored, we are permitted to provide information regarding your progress to your sponsor via our Quarterly Reports and you agree to waive your right to confidentiality for those purposes. The information we can provide includes, without limitation, details of your attendance, marks, assessment results, general progress reports, and any other information reasonably requested by your sponsor and which we (in our sole discretion) consider appropriate.

14. OTHER TERMS

- 14.1. We may transfer this agreement to someone else; we may transfer our rights and obligations under the Terms to another organisation. We will contact you to let you know if we plan to do this.
- 14.2. You can only transfer your contract with us to someone else if we agree to this, including in situations where you request that another candidate takes your place on the Programme instead of you. It's entirely up to us whether we give your consent, as the Programme has specific eligibility requirements.
- 14.3. Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it. This includes, but is not limited to, your sponsor(s).
- 14.4. If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 14.5. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.