

## Terms and conditions

### General:

1. Before booking, please satisfy yourself that you have been given adequate guidance as to the suitability of the course you are attending. If in any doubt please contact us.
2. Limited numbers of students are allowed on each course, so you are advised to check availability before submitting the booking form. Return the completed booking form as soon as your phone or email booking is made. Bookings will be acknowledged in writing or by email with course joining details.
3. The booking is provisional until the booking form and deposit is received. Provisional bookings are held for a maximum of 7 days. After 7 days, the booking may be cancelled and we reserve the right to resell the place.
4. The minimum age for all courses is 16 unless accompanied by a parent or guardian. Young people between the age of 16 and 18 will require consent from their parent, guardian or employer.
5. If the course is offered outside the UK, you undertake to have and take any inoculations or medication that are necessary for that country, before and whilst travelling. Please ensure you bring personal medication and ensure the instructor knows about any medical or physical condition that may affect you on the course.
6. Course enrolment does not mean that you automatically get a certificate. Students will be trained and debriefed to ensure everyone achieves their potential on the course but this may not mean that you receive a certificate.
7. We welcome feedback, positive or not, as it is an opportunity for us to improve. Initially, please voice any concerns at the time to the instructor or Principal so that they can be quickly addressed.

### Payments:

8. A 25% non-refundable deposit per person is required at the time of booking.
9. Settlement must be made 28 days before the commencement of the course; otherwise we reserve the right to resell the course.
10. If you book by telephone you are fully liable for the amounts whether you confirm in writing or not.

### Cancellations:

11. If you need to cancel your place on a course, please let us know as early as possible and confirm in writing the same day. The following refunds will be made:
  - Cancellations made more than 28 days before the start of the course – Full refund less deposit.

- Cancellations made less than 28 days and more than 14 days before the start of the course – 50% of the course fee
- Cancellations made less than 14 days before the start of the course – No refund.

12. We reserve the right to cancel a course should the numbers fail to reach a viable minimum number. A transfer or full refund will be made.

### Liability and Insurance:

13. SeaRegs Training, its servants, agents and employees are not under any liability whatsoever in respect of loss or damage to personal effects or belongings howsoever caused, whilst attending a course. Consequently, irrespective of the legal basis on which any claim against us is made (except for claims for death or personal injury arising from our negligence) our total aggregate liability shall be limited to the sum of all payments received by us at the date of the incident or event giving rise to liability.
14. We shall not be liable to you in any circumstances for any consequential, special, exemplary or indirect losses costs or damages whether or not they might have been foreseeable, or for any damages costs or losses attributable to lost profits or opportunities.
15. You agree that if, as a matter of law, any of our directors, employees, consultants or agents would otherwise owe you a duty of care that duty is excluded from our Contract with you. You agree that you will not bring any claim against any of SeaRegs' director, employee, consultant or agent for any matter arising in any way out of us or the consultant providing the services to you.
16. Accordingly any claim you wish to make can only be made against SeaRegs Training and not against any director, officer, employee, servant, agent or consultant.
17. We strongly recommend you take out Travel Insurance to cover loss of gear, medical expenses, cancellation etc.

18. A copy of the SeaRegs Training Complaints and Appeals procedure is available online:  
<http://searegs.co.uk/wp-content/uploads/2014/01/CAPProcedure.pdf>

### General Data Protection Regulations:

19. Booking forms will be securely stored and not used for any purpose other than processing your booking and keeping you updated with information as indicated on the form. Booking forms will be destroyed after 12 months. Details of attendance on a specific course will be kept for 7 years inline with our accreditation requirements.
20. Instructors will be informed of any medical information when relevant for the safety of your participation on the course. If you have any concerns regarding your medical fitness to attend a course please contact us.

21. By completing the Emergency Contact details you are confirming you have the consent of the contact for their name and number to be provided to us. These details will only be used in the event of an Emergency involving yourself. These details will not be used for any other reason and we will not record them in any other place.
  22. Names and email addresses will be kept in order to contact existing customers with details of changes to courses or new regulations which may affect qualifications. Please indicate on the form if you would prefer not to be contacted.
  23. For MCA/STCW courses, Names and Dates of Birth will be recorded alongside course date and course type for the purpose of confirmation of attendance on a course and to re-issue certificates if required. These records will be handed to the MCA if SeaRegs Training cease trading.
  24. You may request to have your details removed from this list at anytime. Please note if you have requested to have your details removed we will no longer have a record of your attendance on a course. Future employers will not be able to verify whether your certificate is valid and in the case of you requiring a replacement certificate you will be required to attend the course again.
  25. Name, address and data of Birth of candidates for some RYA courses will be shared with the RYA for the purposes of registering your certificate.
  26. This information is stored centrally at the RYA via a secure website and will only be used by the RYA as a record of certificates issued and for the issue of replacement certificates. You may request to have your details removed however this will prevent the RYA from assisting you in the future should you require a replacement certificate.
  27. I understand that my personal details will be shared with SQA for the purposes of entries, certification and maintenance of my record of attainment and that I can read SQA's privacy statement at <https://www.sqa.org.uk/sqa/36588.html>
30. Bookings for online Theory courses hosted by Navathome will be required to complete a separate booking form as different Terms and Conditions and data processing apply.
  31. Course participants will notify SeaRegs Training if they are required to self isolate or have been symptomatic within 7 days of the course starting. Depending on the Government Guidelines in place at the time this may require postponing attendance on the course.
  32. SeaRegs Training will follow Government Guidelines and have COVID-19 risk assessments in place in order to minimise risks as much as practical. All participants are reminded of their responsibility to follow guidelines in place and ensure frequent hand washing, distancing and use of face coverings as required.
  33. By attending a course, participants accept SeaRegs Training will have done all that is practicable to minimise risk of COVID-19 transmission, but this does not guarantee courses will be risk free.

I give my permission for my certificate, delivered to the centre address, to be opened on my behalf.

Candidate signature \_\_\_\_\_ date \_\_\_\_\_.

28. End of course Assessments will be kept in line with the requirements of Accrediting Bodies. For SQA courses this is generally 1 year from date of completion, for MCA and RYA this is usually 5 years.
29. Feedback forms can be completed anonymously and will be kept for a maximum of 5 years. Feedback is used to check the content and delivery of our courses is at least as expected.