

WARSASH MARITIME ACADEMY

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF BUSINESS SERVICES

1. INTERPRETATION

In these terms and conditions:

"Agreement" means the agreement for Warsash Maritime Academy to provide services to the Client as set out in the Quotation and the Conditions;

"Conditions" shall mean these terms and conditions;

"Client" means the party to whom or which Warsash Maritime Academy has agreed to provide the Services;

"Client's Materials" means the documents and/or other materials referred to in clause 2.3;

"Quotation" means the quotation issued by Warsash Maritime Academy to the Client or in the absence of a written quotation the written correspondence between Warsash Maritime Academy and the Client in respect of the Services;

"Services" means such of the following: academic and vocational training, consultancy, and/or research services referred to in Warsash Maritime Academy's published material, as Warsash Maritime Academy has agreed to supply to the Client in the Quotation;

"Warsash Maritime Academy" means Southampton Solent University or Southampton Solent University Limited trading as Warsash Maritime Academy, of Newtown Road, Warsash, Southampton, SO31 9ZL.

2. SUPPLY OF SERVICES

2.1 All Services supplied by Warsash Maritime Academy to the Client shall be supplied subject to these Conditions. Any changes or additions to the Services or the Conditions must be agreed in writing between an authorised officer of Warsash Maritime Academy and the Client.

2.2 Warsash Maritime Academy shall supply the Services in accordance with the Quotation and its current brochure or other published literature, subject to these Conditions. In the event of any conflict between the Quotation and these Conditions, the terms of the Quotation shall apply.

2.3 Where the Services require the production and delivery of documents or other materials by the Client, they will be delivered promptly prior to the date specified by Warsash Maritime Academy (acting reasonably) and the Client shall retain duplicate copies.

2.4 If an insufficient number of bookings are received for any course, Warsash Maritime Academy reserves the right to cancel that course and either offer an alternative date, or to refund any pre-paid fees in full.

3. PAYMENT AND CHARGES

3.1 The Client shall pay any amounts payable to Warsash Maritime Academy in accordance with this Agreement promptly without any deduction, withholding or set-off.

3.2 Where the Services relate to courses all fees must be paid in advance at time of booking, excepting where the Quotation grants credit terms to the Client in which event payment shall be made 30 days from date of invoice.

3.3 In the event that the Client cancels the agreement at any time then Warsash Maritime Academy's cancellation charges from time to time shall apply, see 7. below.

3.4 Warsash Maritime Academy shall have the right to charge daily compound interest at the annual rate of 5% above the base rate from time to time of Barclays Bank plc upon any sums due but unpaid both before as well as after judgement.

4. WARRANTY AND LIMITATION OF LIABILITY

4.1 Warsash Maritime Academy warrants to the Client that the Services will be provided using reasonable skill and care and as far as reasonably possible within the times referred to in the Quotation or other relevant brochure.

4.2 Where Warsash Maritime Academy supplies any goods in connection with the Services, Warsash Maritime Academy does not give any warranty as to their quality or fitness, but will, where it is able, assign to the Client the benefit of any warranty given by the supplier.

4.3 Warsash Maritime Academy shall have no liability to the Client for any loss or other claims arising from any Client's Materials or instructions supplied by the Client which are incomplete, incorrect, inaccurate, or their non-arrival or any other fault of the Client.

4.4 Except in respect of death or personal injury caused by Warsash Maritime Academy's negligence, or as expressly provided in these Conditions, Warsash Maritime Academy shall not be liable to the Client for any losses, damages, costs or other liabilities of the Client whether direct or indirect or consequential including but not limited to any loss of profit or other economic losses which arise out of or in connection with the Services and the Client shall indemnify and keep indemnified Warsash Maritime Academy against claims made by third parties in respect of any such loss or damage. The aggregate liability of Warsash Maritime Academy (except in the case of death or personal injury referred to above) arising as a result of this Agreement shall not exceed the amount paid by the Client to Warsash Maritime Academy in respect of the Services from which the liability arose.

4.5 Warsash Maritime Academy shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of Warsash Maritime Academy's obligations in relation to the Services, if the delay or failure was due to any cause beyond its reasonable control.

5. INTELLECTUAL PROPERTY

5.1 Any intellectual property rights including copyright arising from or in connection with the Services shall, unless otherwise agreed in writing with the Client, belong to Warsash Maritime Academy.

6. TERMINATION

6.1 Either Warsash Maritime Academy or the Client may at any time (without limiting any other remedy) terminate this agreement by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 21 days of being required by written notice to do so, or if the other goes into liquidation, bankruptcy, receivership, administration or proposes any voluntary arrangements with creditors.

6.2 Notwithstanding termination of this Agreement the provisions of clauses 3, 4.3 and 5 shall continue to apply.

7. CANCELLATION CHARGES

(Note: The rights of an individual client to cancel a confirmed booking without penalty within 7 days of it being made, in accordance with the Distance Selling Regulations, is unaffected by the terms of this clause.)

7.1 In the event that the Client cancels or reschedules (by written notice to Warsash Maritime Academy) a confirmed booking with Warsash Maritime Academy, or fails to attend a booked course, the following charges will apply:

7.1.1 If such notice is delivered less than 2 weeks before commencement of the course (4 weeks for Simulation and Ship Handling), or the Client fails to attend the course, the Client shall pay to Warsash Maritime Academy a cancellation charge equal to the full course fee.

7.1.2 If such notice is delivered more than 2 weeks before commencement of the course (4 weeks for Simulation and Ship Handling), the Client shall pay to Warsash Maritime Academy an administration charge of £25 per person per course.

7.2 In the event that a Client reschedules the course, the full course fees are payable for the rescheduled course, in addition to whichever is applicable of the cancellation charge or administration charge detailed in 7.1 above.

7.3 Warsash Maritime Academy reserves the right to waive the administration charge of £25, at its own absolute discretion, in the event that a Client gives more than 2 weeks notice (4 weeks for Simulation and Ship Handling) of cancellation and reschedules the cancelled course on an alternative date at the time of cancellation.

7.4 Subject to set-off by Warsash Maritime Academy of any amounts owing to Warsash Maritime Academy in accordance with this Agreement, in the event of cancellation, refunds will be given in accordance with the above cancellation fee policy.

7.5 Any cancellation charges for research and consultancy services will be levied in accordance with the terms of the Quotation issued by Warsash Maritime Academy.

7.6 Any cancellation charges for on-campus accommodation booked with Estates & Facilities will be levied in accordance with Estates & Facilities' own Terms and Conditions (available separately).

8. CONFIDENTIALITY

8.1 Neither Warsash Maritime Academy or the Client shall divulge or allow to be divulged to any person any confidential information which is identified as such to the other in writing by Warsash Maritime Academy or the Client and which is not in the public domain at the time of disclosure.

9. GOVERNING LAW

9.1 This agreement shall be governed by English law and any proceedings arising from it may be brought in the English courts. The submission by the parties to such jurisdiction shall not limit the right of Warsash Maritime Academy to commence any proceedings arising out of in connection with the provision of the Services in any other jurisdiction it may consider appropriate.

10. NOTICES

All notices hereunder shall be in writing and:

10.1 If given or made by letter sent by first class pre-paid post, and if applicable, by airmail, shall be deemed to have been given 24 hours (in the case of domestic post) and 72 hours (in the case of airmail) after being posted and in proving such service it shall only be necessary to prove that the notice was properly addressed stamped and posted.

10.2 If given or made by facsimile or e-mail transmission shall be deemed to have been given or made when sent unless the notice was sent after 5.00 pm on a business day or on a day other than a business day in which it shall be deemed to have been given or made at 9.00 am on the next business day of the addressee after it was sent.

10.3 Shall be given at the respective address of the other party or at such other address as the other party may have notified in writing as its address from time to time.

11. GENERAL

11.1 Any indulgence granted by Warsash Maritime Academy to the Client and any failure by Warsash Maritime Academy to insist upon strict performance of these Terms and Conditions shall not be deemed a waiver of any of Warsash Maritime Academy's rights or remedies nor be deemed a waiver of any subsequent default by the Client.

11.2 The invalidity in whole or in part of any clause in these Conditions shall not affect the validity of the remainder of the Clauses or these Conditions.