

# Azimuth Nautical Solutions Ltd. - Training Services Terms and Conditions (2020)

---

## **1. Interpretation**

In these terms and conditions:

- “Agreement” means the agreement for Azimuth to provide training services to the Client as set out in the booking form;
- “Azimuth” means Azimuth Nautical Solutions Ltd.;
- “Booking form” means the form issued by Azimuth to the Client offering the training services or the document or documents (including emails) setting out the requirements for the training services;
- “Contract” means the Contract between the Client and Azimuth consisting of the Booking form, these Terms and Conditions and any other documents (or parts thereof) specified in the Booking form.
- “Conditions” shall mean these terms and conditions;
- “Client” means the party to whom or which Azimuth has agreed to provide the training services;
- “Client’s Materials” means the documents and/or other materials referred to in clause 2.3;
- “Training services” means such of the following: academic and vocational training, as Azimuth has agreed to supply to the Client in the booking form.

## **2. Supply of Training Services**

- 2.1 All Training Services supplied by Azimuth to the Client shall be supplied subject to these Conditions. Any changes or additions to the Training Services or the Conditions must be agreed in writing between an authorised officer of Azimuth and the Client.
- 2.2 Azimuth shall supply the Services in accordance with the booking form and its published literature, subject to these Conditions. In the event of any conflict between the booking form and these Conditions, the terms of the booking form shall apply.
- 2.3 Where the Training 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 Azimuth (acting reasonably) and the Client shall retain duplicate copies.
- 2.4 If an insufficient number of bookings are received for any course, Azimuth reserves the right to cancel that course and either offer an alternative date, or to refund any pre-paid fees in full.

## **3. Fees and Expenses**

- 3.1 The Client shall pay to Azimuth fees (plus VAT where applicable) at the rate specified in the Booking form on presentation of the invoice by Azimuth to the Client.

- 3.2 Unless otherwise stated in the Contract, payment will be made within 14 days of receipt of invoices for work completed.

- 3.3 No contract is complete until full payment has been made.

- 3.4 In the event that the Client cancels a Contract at any time, then the cancellation charges in section 7 below applies.

## **4. Warranty and Limitation of Liability**

- 4.1 Azimuth warrants to the Client that the Training Services will be provided using reasonable skill and care and as far as reasonably possible within the times referred to in the booking form or other published literature.
- 4.2 Where Azimuth supplies any goods in connection with the Services, Azimuth 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 Azimuth 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 Azimuth’s negligence, or as expressly provided in these Conditions, Azimuth 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 Training Services and the Client shall indemnify and keep indemnified Azimuth against claims made by third parties in respect of any such loss or damage. The aggregate liability of Azimuth (except in the case of death or personal injury referred to above) arising as a result of these Conditions shall not exceed the amount paid by the Client to Azimuth in respect of the Services from which the liability arose.
- 4.5 Azimuth shall not be liable to the Client or be deemed to be in breach of these Conditions by reason of any delay in performing or any failure to perform any of Azimuth’s obligations in relation to the Training 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 Training Services shall, unless otherwise agreed in writing with the Client, belong to Azimuth.

# Azimuth Nautical Solutions Ltd. - Training Services Terms and Conditions (2020)

---

## **6. Termination**

- 6.1 Either Azimuth or the Client may at any time (without limiting any other remedy) terminate the agreement formed by these Conditions 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, and 5 shall continue to apply.

## **7. Cancellation Charges**

(Note: The rights of an individual client to cancel a 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 a booking by written notice to Azimuth, or fails to attend a booked course, the following charges will apply:
- 7.1.1 If such written notice is delivered less than 2 weeks before commencement of the course, or the Client fails to attend the course, the Client shall forfeit the full course fee.
- 7.1.2 If such written notice is delivered more than 2 weeks before commencement of the course and the client reschedules the course, the fees received for the cancelled course can be set off against the course fee for the rescheduled course provided an additional administration charge of £25 per delegate is made.
- 7.1.3 If such written notice is delivered more than 2 weeks before the commencement of the course the Client shall forfeit 50% of the course fee, in which case Azimuth shall refund the residue to the Client.

## **8. Confidentiality**

Neither Azimuth 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 Azimuth or the Client and which is not in the public domain at the time of disclosure.

## **9. Governing Law**

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 Azimuth to commence any proceedings arising out of or in connection with the provision of the Training 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 Azimuth to the Client and any failure by Azimuth to insist upon strict performance of these Terms and Conditions shall not be deemed a waiver of any of Azimuth'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.