

TRAINING SERVICES – TERMS & CONDITIONS



**The Underwater Centre (Fort William) Limited
Marine Walk
Fort William
Inverness-shire
PH33 6FF**

General and legal

1. All training services conducted by The Underwater Centre (Fort William) Limited (UK Registered Number SC266805) ("the Company") are subject to these Terms and Conditions. No variation to these can be made other than in writing by a director of the Company. The Company's customer ("the Customer") in any contract shall be the person or company making payment to the Company. Where any student undertaking the course is not a Customer, the Customer paying for the course shall be fully liable for and in respect of the student's observance of these terms and conditions.
2. These terms and conditions and any contract for services between the Company and a Customer are governed by the Law of Scotland and the jurisdictions of the Court of Session in Scotland and the Sheriff of Grampian, Highlands & Islands at Fort William are prorogated.
3. These terms and conditions and any other documentation stated to form part of a contract form the sole contract between the Company and its customer. Any other literature enclosed or supplied to the Customer is for information only and does not form part of any contract.
4. All intellectual property rights, including copyright, in the Course and any processes or other property of the Company is reserved to the Company.
5. The Company shall not be liable for any breach of contract or any additional costs (including any charges necessarily levied by the Company) incurred by the student resulting from circumstances outwith the reasonably foreseeable control of the Company, including for the avoidance of doubt adverse weather. The Company shall be entitled to suspend the performance of its obligations under any contract during any period of force majeure, an act of force majeure being any act outwith the reasonably foreseeable control of the Company.
6. The Company shall maintain all necessary public liability insurance cover in the provision of the Course in the sum of £10m but shall not, in so far as permitted in law, be liable for any loss arising from death or personal injury in excess of the insurance proceeds arising from such cover. In respect of any other claim not relating to death or personal injury, the maximum sum for which the Company shall be liable shall be the aggregate of all Course fees paid by the Customer to the Company.
7. No warranty is given by the Company as to the actual benefit of the Course in the Customer's or student's future prospects of employment or advancement of career.

Booking and course fees

8. Booking of courses must be made in such format as the Company requires and be accompanied by a non-refundable deposit in an amount stipulated by the Company against the Course fee. A booking is only deemed to be confirmed upon receipt of cleared funds at the Company's bank for the deposit on any course and the issuing by the Company to the Customer of the Company's Order Acknowledgement/Invoice.
9. All Courses must be paid for in full 60 days before the commencement date of the Course.
10. All courses are booked on a first come first served basis. A booking for which the deposit, or payment in full, has been received by the Company has precedence over any other booking.
11. The Company is registered for VAT in the UK and is obliged, by law, to charge VAT at the applicable rate. Any price quoted by the Company for Course fees or any other sum is, unless otherwise explicitly stated to be inclusive of VAT, deemed to have been stated as being exclusive of VAT. Any Customer wishing to reclaim the VAT must do so themselves.
12. In the event of late payment of any sum due by the Customer to the Company, the Company shall be entitled to interest on any unpaid sum from the date on which the payment became due until paid in full at the rate of 8% per annum above the Base Rate of Bank of Scotland plc. In addition, the Customer shall be liable for any costs incurred by the Company in recovering late payment.

Course commencement

13. It is a pre-condition of any student commencing on any Course that the student has exhibited to the Company's satisfaction:
 - For diver training, a valid UK HSE Diving Medical Certificate and the Company's own Medical Questionnaire;
 - In the case of foreign students, a valid UK visa for the duration of the student's presence in the UK, including the full duration of the Course; and
 - Competency in the English language.
 The Company reserves the right to apply such other reasonable pre-conditions to commencement of course as it deems appropriate for health and safety and/or security purposes. In the event that any pre-condition is not completed to the Company's satisfaction, the Company shall be entitled to terminate the booking by notice to the Customer.
14. The Company reserves the right to change the start date of any Course and transfer the student to another equivalent Course without compensation, although all reasonable efforts will be made to minimise any disruption to students.
15. Failure by a student to present himself on the commencement date of any booked Course will result in the forfeiture of any deposit or Course fees paid for that Course.
16. The duration of any Course may change without notice to students and as long as the training has been completed, the student may leave early. However, no refund of any type will result.

Accommodation

17. All courses run by the Company at Fort William are considered residential and all accommodation must be booked through the Company unless by prior written agreement. If the Company's own accommodation is fully booked, the student will be placed by the Company in reasonably equivalent accommodation.

18. Accommodation is provided on a continuous use basis for the duration of the Course. No discounts or refunds are made if beds are not used.
19. Use of the accommodation is subject to such housekeeping and security rules as the Company determines and publishes. In particular, no external visitors are allowed in rooms and no alcohol is allowed on the premises.

Course changes and cancellations

20. If a course is cancelled or changed by a student up to 60 days before the commencement date of the Course an administration fee of 20% of the deposit will be charged and the remainder of the deposit (and any full Course fee by then paid) will be repaid by the Company to the Customer within 14 days.
21. If a course is cancelled within 60 days prior to the commencement date of the Course or if a booking is terminated in accordance with Condition 13, all payments of deposit and/or Course fee will remain payable (or be forfeit if already paid) although the Company will use all reasonable efforts to re-book the student on another Course (of the same nature and value) and transfer any payment already made or subsequently made to that alternative Course, subject to the payment of an appropriate administration fee.
22. Any course may be cancelled by the Company by written notice to the Customer at any time and without any reason being given. In the event of such cancellation by the Company, all course fees and accommodation costs paid by the Customer shall be reimbursed by the Company to the Customer.
23. No refunds will be made for cancellations within 60 days prior to the Course commencement date. The Company reserves the right however, without prejudice to the general application of the foregoing condition, to provide, entirely at its own gratuitous discretion, refunds where exceptional circumstances exist, such as:
 - Inability to obtain a UK visa (foreign students) provided that the student attended the visa interview not less than 6 weeks before the course commencement date.
 - Ill-health of student, where supported by a doctor's certificate.
 - Severe personal circumstances, such as bereavement.
 The level of any refund will be at the entire discretion of the Company.

Course regulations

24. All Courses involve rigorous physical and mental conditions. Responsibility for consideration of the student's fitness for the Course conditions rests with the Customer.
25. All Courses are run under and governed by HSE regulations and those regulations have primacy over all other regulations, terms or conditions at all times.
26. Subject to condition 25, all students are required to observe and comply with, to a satisfactory standard, the Company's own Course regulations, the Company Student Handbook and the instructions of Company personnel at all times.
27. The students' performance and suitability for all aspects of the course, including all practical training, will be subject to constant assessment by the Company's Training staff. The Company reserves the right where it, in its absolute discretion, determines that the students' performance and suitability is such that the students' own safety, or the safety of any other person, is at risk, to terminate the students' participation on the Course, without compensation.
28. The following will result in dismissal (at the discretion and instance of the Company's General Manager) from the Course without compensation:
 - Wilful damage to the Company's property;
 - Breach of non-smoking rules;
 - Consumption of alcohol on Company property;
 - Arrival at class under the influence of alcohol;
 - Possession of prohibited substances;
 - Failure to act on verbal instructions of staff;
 - Disturbance of any other guests or customers within the Company's premises;
 - Bringing the Company into disrepute through inappropriate behaviour inside or outside of the Company's premises;
 - Such other behaviour or lack of performance as the Company considers detrimental to effective or safe operations;
 - Failure to pay all fees, deposits and invoices when they fall due;
 - Failure to observe safety procedures;
 - The provision of misleading information to the Company;
 - The possession of weapons of any kind on the Company's premises.
29. Appeals against dismissal from (or termination of) the Course must be lodged in writing within 28 days and in accordance with the Company's published appeals procedure.
30. Damage to the Company's buildings or equipment caused by a student's negligence or wilful act will result in the charge of replacement/cost of repairs being invoiced to and payable by the Customer.

Certification

31. Some certification for the passing of Courses is provided by 3rd party accreditation agencies. The Company will make all necessary applications for Course certificates but cannot be responsible for the actual issuing of certificates to students, although the Company shall be entitled to issue temporary certification to either the student or the Customer. The Company shall be entitled to withhold application for and/or delivery of certificates in the event of any sums being outstanding by the Customer to the Company.
32. Certain Courses require students to undertake off-site or on-site 3rd party examinations for which additional fees may be payable.