

Terms and Conditions

These terms and conditions set out the obligations between you and Birmingham & Midland Marine Services Ltd (BMMS) when you book any of our training courses or services.

The terms explain what happens once you have placed an order, how to make payment, what to do if there is a problem and other important information.

They are governed by the law of England and Wales, or Scotland, as appropriate.

What these terms cover

1. These terms cover the provision of training courses or any other service that we organise – an 'event' - and which are available through BMMS.

How to contact us

2. You may contact us by telephoning our office on either 01902 544329 or 07904 596547, by writing to us at Gailey Wharf, Watling Street, Gailey, Staffordshire, ST19 5PR, or by emailing us at office@midlandmarine.co.uk.
3. The office is available between 9am and 5pm, Monday to Friday (excluding public holidays in England), but messages may be left and will be returned as soon as practicable.

How we may contact you

4. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time you made your booking. 'Writing' includes emails. When we use the words 'writing' or 'written' in these terms, this includes emails.

Our contract with you

5. Any description, advertisement, documentation issued by us and any description contained on the BMMS website or anywhere else relating to BMMS training courses are issued and published for the sole purpose of giving you a general idea of the event, its content and objectives. Subject to any obvious error, the description and price of the event will be as quoted on the date your booking is made. All payments under these terms shall be in UK pounds sterling.
6. Upon submitting a booking for a place or places on an event, whether online, in writing or by telephone, you will be given confirmation of our acceptance of your order (a 'booking confirmation' and/or invoice) whether verbally, in writing or both.
7. A booking confirmation or attendance at the event (where the booking confirmation has not been received prior to the event) brings into existence a legally binding contract based on these terms between you and us.
8. Where you are not a consumer, you acknowledge and agree that you have authority to bind any business on whose behalf you have purchased a place or places on an event.
9. Where you are not a consumer, these terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
10. Where you are not a consumer you acknowledge and agree that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms or any document expressly referred to in them.
11. Where you are not a consumer, you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this contract.

Payment

12. Bookings are accepted upon either payment or purchase order number. Total course fees must be paid and cleared at least 10 working days in advance of the course by bank transfer. Bookings by purchase order need to be paid within 48hrs unless agreed by the principal.
13. Any customer who wishes to vary from this policy must be referred to the centre principal.
14. You must purchase the event(s) by paying the appropriate fees as set out in the booking confirmation. Payment can be made in the following ways:
 - (a) by credit or debit card at the time of booking.
 - (b) by BACS using the following details:
 - sort code 31-91-91
 - account number 48829260
15. Unless you are booking an event online, an invoice for payment of the appropriate fees shall be sent to the address you provide (whether a physical address or an email address) at the time of booking and it is your responsibility to ensure the address provided is correct.
16. You are required to ensure that any invoice is paid within 30 days of the date on the invoice, but payment is required no later than ten working days prior to the event you have booked begins. Bookings made for courses schedule to begin within ten working days of the booking date are required to be paid for on the day of booking by either BACS or credit card (AMEX not accepted)
17. Attendance at the event before we receive payment will form a legally binding contract in accordance with clause 7. In the case of existing customers, qualification certificates will not be released until full payment has been received. New clients. BMMS will not begin the candidate coursework submission to the awarding body until payment has been made in full. From submission to receiving the electronic certificates from the awarding body takes 4-6 weeks.



Non-payment

18. Where you do not pay the appropriate fees in accordance with this the above 'Price and Payment' section (clause 12 to 15), or our cancellation policy, clause 27, this will constitute a breach of this contract and, without prejudice to clause 17, we may refuse you and your delegates entry to the event.
19. We may take legal action in order to recover any outstanding fees.
20. Without prejudice to Clause 17, we may refuse or cancel future bookings where payments for an event under these terms remain outstanding.

What happens if we got the price wrong

21. It is always possible that, despite our best efforts, some of the events may be incorrectly priced. We will normally check prices before accepting your order so that, where the event's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the event's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and cancel your place on the event.
22. We will pass on changes in the rate of VAT. Where VAT is payable, if the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

Changes to the event

23. We reserve the right to change venues and substitute trainers and consultants at our discretion.

Face to face training

24. The event(s) shall take place on the date and at the venue set out in the booking confirmation unless otherwise changed in accordance with Clause 21 we shall use our reasonable skill and care to deliver the event and comply with the information you have been provided about it. Water rescue operations does have elements of risk. We have systems in place to keep you safe and will bring these to your attention throughout your course.
 - a. BMMS cannot accept any liability for personal injury sustained on the course, however caused.
 - b. We cannot accept any liability for loss of, or damage to, any article or personal property at any training location.
 - c. Our classroom is not suitable for people with disabilities that necessitate wheelchair access. Prosthetics and missing body parts can be relevant to both training; your safety and can have potential implications in a rescue scenario. We need this information for your safety.
 - d. Water rescue operations can be physically demanding, especially 'in-water' work. If you have any doubt as to your ability, please contact your doctor prior to booking the course. By signing the booking form, you certify that you are fit to undertake the training course. Relevant medical conditions such as heart conditions need to be declared on the separate medical form.
 - e. If a candidate does not fully disclose any medical issues on the relevant medical declaration which impacts training, BMMS will recover any and all damage to BMMS equipment need to be covered in full by the booking agent. The booking agent WILL be charged for any damage caused to kit, other parties or the cost of the course for the whole group if the course can't be completed due to the incident. BMMS require booking agents and their course candidate to be honest on their medical declaration forms or accidents can happen that we are not liable for.
 - f. Non-disclosure of medical information that results in a course being extended, postponed, cancelled (instructors to the hospital with candidates etc) etc will result in the organisation that submitted the candidate will be liable for the cost of completing the course / rescheduling the course and the additional costs incurred by the staff and other candidates attending the course, also for covering lost working time for other attending candidates (That could entail x8 further course fees in full, x8 travel costs and x8 hotel accommodation costs for the other candidates whose courses were affected).
 - g. Instructors provide detailed instructions on how to use equipment and PPE, any damage done to equipment due to mis-use, including (but not limited to) failure to remove jewellery, watches, earrings, nose studs, forcing fingernails through drysuit neck or wrist seals, failure to use mats to protect socks, will result in recovery action for the repair/replacement of the specialist equipment or PPE. If candidates are concerned the instructors are there to provide full assistance to aid the correct use of this specialist equipment and PPE.
25. We reserve the right to change the course content whilst still adhering to the course curriculum approved by the relevant awarding body.
26. Every effort is made to ensure the accuracy of our and our awarding body publicity materials, but we cannot accept any liability for any inaccuracies, errors, or omissions.

Cancellation, transfer or postponement

27. In the case of cancellation by the student, if insufficient notice is given and/or your cancelled place on the course is not filled by another student on a fee-paying basis, you will forfeit the entire course fee. We are happy to accept a change of student on the course, but please advise us as soon as possible
28. You can cancel or transfer your booking in the following circumstances:
 - (a) where you are a consumer, you have the right to cancel within 14 days of receiving the booking confirmation (the 'cancellation period'). Where you have given consent to the event taking place within the cancellation period, you will lose your right to cancel your booking of the event and no refund will be due.
 - (b) you have the right to transfer to another event providing you give us at least 14 days notice; however, we cannot guarantee availability on your replacement event - where we agree to the transfer:
 - i) your original acceptance of these terms and conditions will also transfer
 - ii) if the appropriate fees for the replacement event are less than the event you originally booked, we will refund the difference in accordance with clause 26.
 - iii) if the appropriate fees for the replacement event are more than the event you originally booked, we will send a revised invoice for payment to the address which you will provide when making the request to transfer (whether a physical address or an email address); you should pay the invoice in accordance with Clause 12



- (c) outside of the cancellation period detailed in clause 26 (a) you have the right to cancel your event booking up to 14 days before the date of the event and refunds will be made in accordance with clause 31.
- (d) where you or other delegates are unable to attend, substitute delegates can be accepted at no cost. You should notify the BMMS Office as soon as possible by contacting us using the details provided in clause 4

29. You may only cancel your event booking in writing using the details provided in clause 4. When contacting us, please provide your name, address, details of the order, phone number and email address.

Your rights if we cancel an event

30. If, for any reason, including cancellation due to poor weather, BMMS is unable to offer the confirmed course, we will try to rearrange any course in full or in part. However additional fees may be charged but will be kept to a minimum. BMMS will not be responsible for any other costs including accommodation or transportation if a course is cancelled.
- (a) Wherever possible, we will contact you in advance to tell you we will be cancelling an event, unless an emergency requires us to cancel the event on the day.
 - (b) We reserve the right to cancel or postpone events due to poor weather, if there are insufficient delegate numbers to ensure a high quality training experience or if a trainer is ill.
 - (c) In the event that we cancel or postpone an event, we will offer you a place on the next available event. Alternatively, you may ask for a refund which shall be made in accordance with Clause 26 (b).
 - (d) If the canal is frozen, we would have to rearrange the date of training to a mutually agreeable date(s).
 - (e) If, for any reason, BMMS is unable to offer the confirmed course we will refund the deposit, and any balance paid. BMMS will not be responsible for any other costs including accommodation or transportation if a course is cancelled.

How we will refund you

31. If BMMS are required to refund you:
- (a) Where an event is cancelled pursuant to clause 22 (a), (c) or (d) and in accordance with Clause 24 you shall be entitled to a refund of the fees for that event within 14 days beginning with the day on which we agree that you are entitled to a refund. An administration fee of £10 may apply
 - (b) Where an event is cancelled pursuant to Clause 25 (c) we will refund your fees for the event but not any other expenses (for example; hotel or rail fares). Your refund of event fees will be paid within 14 days beginning with the day on which we agree that you are entitled to a refund.
 - (c) Where you transfer to a replacement event pursuant to clause 23 (b) and the fee is less than the original event, we will refund the difference as soon as possible but in any event within 14 days beginning with the day on which we agree that you are entitled to a refund.

If there is a problem or you have a complaint

How to tell us about problems

32. If you have any questions or complaints about the booking process or an event, please contact us using the details in clause 4.

Summary of your legal rights

33. Whilst every effort is made to ensure that our events are relevant and topical they are not tailored or bespoke for specific businesses or individuals and therefore all warranties for fitness for purpose and all other express and implied warranties are excluded to the fullest extent lawfully permitted.
34. Nothing in these terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence
 - (b) fraud or fraudulent misrepresentation
35. Our liability to you shall be limited to the price you have paid for the event and, subject to Clause 34 and 36, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract, for:
- (a) any loss of profits, sales, business, or revenue
 - (b) loss or corruption of data, information or software
 - (c) loss of business opportunity
 - (d) loss of anticipated savings
 - (e) loss of goodwill
 - (f) any indirect or consequential loss
36. If we are providing events at your business premises, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the event.

How we may use your personal information

37. We will use the personal information you provide us:
- (a) to deliver the event to you
 - (b) to process your payment for the events
 - (c) to give you information about any of the services we offer, but you may stop receiving this at any time by contacting us using the details provided in Clause 1.6



38. Your personal information will be processed in line with data protection legislation and in accordance with our privacy policy which is hereby incorporated into this Agreement. Our privacy policy can be accessed online or provided on request.
39. 'Data protection legislation' means the Data Protection Act 1998, and from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), and any legislation which amends, extends, consolidates, re-enacts or replaces same, including any additional legislation or regulations that may be made pursuant thereto from time to time.
40. BMMS attaches significant importance to the evaluation of its services. It will evaluate services following delivery based on completed evaluation forms. BMMS agrees to share the outcome of that evaluation with you. In addition, BMMS may approach you to carry out a further evaluation of the impact of the training at a later date.
41. We will only share your personal information with third parties where the law requires us to do so.

Other important terms

Queries

42. If you have any queries about the event please contact us using the details provided in Clause 4.
43. Any notice or other communication given by you to us, or by us to you, under or in connection with this contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or email.
44. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9am on the second business day after posting or if sent by email, one business day after transmission.
45. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that the email was sent to the specified email address of the addressee.
46. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
47. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will inform you in writing if this happens and we will use reasonable endeavours to ensure that the transfer will not affect your rights under the contract.
48. Nobody else has any rights under this contract. This contract is between you and us. No other person (including delegates whom you have booked places for) shall have any rights to enforce any of its terms.
49. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
50. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to allow you to attend the event, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings

- (a) These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation of the contract between us (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, or Scotland, as appropriate.
- (b) We both irrevocably agree that the courts of England and Wales, or Scotland, as appropriate, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims)

