



MLA COLLEGE

MARINE LEARNING ALLIANCE LTD (TRADING AS MLA COLLEGE) TERMS AND CONDITIONS FOR THE PROVISION OF RESIDENTIAL COURSES

These terms and conditions apply to our Residential courses EYHD503 and EHYD506 (“the Residential course”). Please read them carefully as they contain important information.

General terms and conditions

This course is provided and operated by MLA College, The Merchant, St Andrew Street, Plymouth, PL1 2AX. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our course, you can contact us at info@mla-uk.com or 0203 9977555

1. The contract between us

We must receive payment of the whole of the price for the Residential course before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase a place on the Residential course, which will be accepted by us only when a formal written confirmation of acceptance of your offer is sent by us to you. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details of the Residential course you have applied for. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights in any materials issued in connection with the Residential course, including copyright, are owned by or licensed to MLA College. You have a licence to use these materials, including copying or storing them in whole or part, only for your own personal, non-commercial use. Any other use of these materials including any modification, distribution or reposting is prohibited unless you receive our prior written consent.

4. Accuracy of content

We have taken care to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

5. Ordering errors

You are able to correct errors on your order up to the point on which you click on “submit” during the ordering process.

6. Price

The price payable for Residential course consists of the tuition fee, accommodations costs and the provision of lunch for each day of the course. **The non-tuition fee elements may be subject to change.** Students will be notified of the confirmed total cost once the residential dates have been agreed. The supplementary portion of the fee is reviewed annually and can increase to accommodate UK inflation rates.

7. Payment terms

We will take payment upon receipt of your order via the payment methods on our website. If the Residential course is being bought through a company then invoicing can be arranged by contacting us on info@mla-uk.com. We accept no liability to provide our services if you do not give us the correct payment details. If it is not possible to obtain full payment for the Residential course from you, then we can refuse to process your order and/or provide any further services. This does not affect any other rights we may have.

8. Cancellation rights

- 8.1 Where you are a consumer as defined in ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*** you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless we have begun to provide the services within the Cancellation Period in accordance with clause 10.5)
- 8.2 Should you wish to cancel your order in accordance with this clause, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us in writing by any durable medium (for example letter sent by post, fax or e-mail).
- 8.3 You have the right to cancel your contract for the provision of a place on the Residential course at any time up to 8 weeks before the first day of the course and you will receive a full refund of the fees paid less the administration fee set out below under refunds. The first day of the course is defined as the day upon which the learning materials for that module’s pre-study are issued to students. This is not the date of commencement of the practical study session on location.
- 8.4 In exceptional circumstances you may be able to transfer your enrolment to a later residential module subject to payment or refund of any difference in module fees and/or administration fees set by MLA from time to time and published on our website.

8.4.3 Refunds of course fees for cancellations less than 8 weeks before the first day of the course are set out in the following table:

Cancellation Date	Amount of Refund
Between 8 weeks before the first day of the course and 2 weeks before the first day of the course.	25 %
Less than 2 weeks before the first day of the course.	No Refund

9. Termination by us

9.1 We may terminate, by written notice, the contract with you if:

9.1.1 We have insufficient staff or resources to deliver the Residential course;

9.1.2 We are forced to cancel or postpone the Residential course due to circumstances out of our control.

9.2 If we have to terminate the contract for the above reasons, we will notify you by e-mail and will repay a fair and reasonable amount of the price paid having taken into account any services already provided as soon as possible, but in any event within 14 days.

10. Delivery of the Residential course

10.1 MLA will make all reasonable efforts to deliver the Residential course on the given dates in the same year. However we reserve the right to:-

10.1.1 Make reasonable adjustment to the timetable, location or lecturers

10.1.2 Make reasonable amendments to the content when necessary.

11. Liability

11.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

11.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

11.3 Subject as aforesaid our total liability under or in connection with this contract whether in contract tort negligence or breach of statutory duty shall not exceed £5000.

11.4 Notwithstanding the foregoing, nothing in these terms and conditions is

intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

12. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at MLA College The Merchant, St Andrew Street, Plymouth PL1 2AX and all notices from us to you will be in writing and sent by email.

13. Law, jurisdiction and language

This document and any content contained therein and any contract brought into being as a result of are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

14. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

15. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy[insert link to MLA Privacy policy].

16. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

17. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

CANCELLATION FORM

To Marine Learning Alliance Ltd, The Merchant, St Andrew Street, Plymouth PL1 2AX.
info@mla-uk.com:

I/We* hereby give you notice that I/We* cancel my/our* contract for a place on the
Residential course EYHD503/EYHD506*:

Ordered on*/Confirmation of acceptance on*:

Name(s):

Address(s):

Signature(s): *(only if this form is notified on paper)*

Date:

**Delete as appropriate*

**NB. YOU MUST NOT SEND OUT THIS DOCUMENT USING OUR LOGO – PLEASE COPY
AND PASTE THE CONTENTS OF THE DOCUMENT ONTO YOUR OWN HEADED PAPER
OR INTO YOUR PERSONAL EMAIL.**