

Terms & Conditions of Business for Logbook Orders

These Terms and Conditions apply to all purchases placed directly in-house with The Nautical Institute. Please read them carefully before placing an order.

1. Accepting orders

Training Centres: To place a logbook order with The Nautical Institute, you must be fully accredited by us. A purchase order must be sent via email to pubs.admin@nautinst.org or via fax on +44 (0)20 7401 2817. Once an order is accepted by The Nautical Institute and has been processed, we require payment within 30 days of the invoice date.

We will only accept orders in which the delivery address matches the accredited address(es) exactly.

Individuals: The Revalidation Logbook can be ordered by individuals who hold a Nautical Institute DP Certificate. The logbook is for personal use only and will be allocated to the certificate holder. To place a revalidation logbook order with The Nautical Institute, please send an email to dp@nautinst.org or via fax on +44 (0)20 7401 2817. Payment will be accepted by Debit, Visa, MasterCard or AMEX cards. Once the payment has been processed the logbook will be despatched from The Nautical Institute office via post or courier dependent on your selection.

All: We reserve the right to restrict the number of products you may order and to refuse any order. Our acceptance of your order takes place upon delivery of the products. Once we have accepted your order, a binding contract is created between us.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when ordering.

The Nautical Institute reserves the right to cancel orders at our discretion. If we cancel an order, it will be without charge to you.

2. Privacy

We use the personal information you give us to handle orders, deliver products and services, process payments, and communicate with you about orders, products, services and promotional offers.

The information we collect, store and use is strictly in accordance with the United Kingdom's Data Protection Act 1998.



The Nautical Institute is a Registered Charity Number 1002462 VAT Number 547 9635 93
Registered as a Company Limited by Guarantee Number 2570030



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W: www.nautinst.org

3. Secure Information

We work to protect the security of your information during transmission by use of a secure server to handle all personal information, credit card details etc. We will not be liable for unauthorised access to information supplied by you.

To ensure your credit, debit or charge card is not being used without your consent we will validate your personal information supplied by you as we process the order. By accepting these terms and conditions you consent to such checks being made.

We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of personally identifiable customer information. We destroy credit/ debit card details or remove sensitive data after the order has been processed.

It is important that you protect against unauthorised access to your Nautical Institute customer number and credit/ debit card details.

4. Copyright and database rights

All content included on The NI/Alexis websites, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of The Nautical Institute and is protected by United Kingdom and international copyright and database right laws.

5. Our contract

When you place an order to purchase a product from The Nautical Institute, we will expect to process it within two to seven working days. If there are any payment problems, insufficient address supplied or any other information missing in your order that would mean it could not be processed, The Nautical Institute reserves the right to put the order on hold until the issue is clarified. If you have provided your telephone number and email address with your order, The Nautical Institute will make reasonable attempts to contact you to proceed with the process. If we are unable to contact you, we will treat the order as being cancelled.

All orders: Invoices and receipts are sent via email. Delivery notes and customs proformas (where applicable) will be added to the parcel for customs purposes.

Training Centres: All logbook orders must be couriered. If you collect the logbooks from the warehouse or they are to be delivered to a UK address, VAT will be charged. If your delivery address is not in the UK but within the European Union you will be charged VAT unless a VAT number is supplied. Please provide this every time you order.

Individuals: All logbook orders will be sent via post or courier. If your delivery address is in the European Union you will be charged VAT.





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6. Returns & Refunds

We do not accept returns on logbooks unless they are damaged in transit by agents of The Nautical Institute, or if the wrong product was sent in error. Recipients must check orders for damage before signing for delivery, in the case of courier services. In the case of shipments via freight forwarders or any other party, it is the responsibility of freight forwarders or other parties to perform this check for both courier and postal orders. Failure to do so will result in the customer not being able to make a claim. The notification period for damage in transit and for products sent in error is 30 days from the date of dispatch and/or 7 days from the date of receipt. In this case the Institute will contact you to make arrangements for the return of the products.

Training Centres: If you choose to use your own courier service for the collection of logbooks, we are unable to accept liability for loss or damage in transit. Please note that all collections are to be made from Orbital in Rushden and **NOT** The Nautical Institute Headquarters. Orbital's address is as follows:

Orbital Marketing Services Group
Unit 4, Shipton Way,
Express Park
Northampton Road
Rushden
Northants
NN10 6GL
UK

Collections: 09:00-16:00

Please wait for confirmation from Orbital that your order is ready for collection before dispatching a courier.

If you are eligible for a refund, we will Credit the invoice. If the invoice has already been paid then we will refund you via the same method you paid with. Please note: It is your responsibility to notify us of any changes to your credit card details i.e. if you no longer hold that account. Refunds may be processed up to 30 days from the end of the month in which the claim was made.

Individuals: If you wish to engage your own courier, please contact dp@nautinst.org to arrange collection from NIHQ.

7. Contract of sale

Proforma invoices are not contracts of sales between you and The Nautical Institute. If you are issued with a proforma invoice, this will remain valid for two weeks from the date of that invoice. If payment is not received within two weeks of your quote or proforma invoice, the Institute cannot guarantee stock levels and there may be a delay in fulfilling the order. Prices and stock availability will not be contractually confirmed until you have received the 'confirmation of order' email, sent once payment authorisation has been confirmed and stock levels have been checked.

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Whilst we endeavor to keep logbooks in stock, if they not available we will notify you (where possible). If we have received full payment and the delivery charges for the unavailable products, we will refund them to you within 30 days of your order unless you agree to a longer period. If you have been informed that a particular item of stock cannot be supplied and it becomes available at a later date, you will have to re-order the item. We can accept advance orders for new logbooks prior to launch on receipt of full payment for the product and carriage. These will be processed after the launch date.

These terms and conditions cannot be varied except by changes made by The Nautical Institute on its website and marketing material which may take change from time to time. In particular, nothing said by any representative of the Institute will operate as a variation to these terms and conditions nor will it constitute a legal representation on behalf of them.

8. Delivery

All orders will normally be dispatched within six working days and the aim is to have all logbooks delivered within 28 days of dispatch throughout the world.

Please note that delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such. As we process your order, we will inform you by e-mail if any products you order turn out to be unavailable or if there are any delays in the order process.

9. Customs

Logbooks ordered from the Institute for delivery overseas may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from the Institute, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the logbooks. Your privacy is important to us and we know that you care about how information about your order is used and shared. We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries are subject to opening and inspection by customs authorities. We will recover from you any costs incurred by the Institute in such actions, including the costs of returning logbooks to the Institute for which Customs duties have not been paid.

Refusal to pay Customs duties and the costs associated with them will result in the closure of any account with the Institute and action may be taken to obtain the fees.

10. Controlled Documents

Initial scheme logbooks are controlled, numbered documents, used for Dynamic Positioning training purposes only. They are assigned to each specific training centre and their serial numbers are controlled and monitored by The Nautical Institute to avoid fraud and uphold regulation within the training scheme. Training centres are not permitted to re-sell, re-issue or exchange The Dynamic Positioning Logbook to another other company or training centre. Training centres with more than one

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branch shall not re-allocate logbooks to any other branch.

Failure to comply with this clause may result in automatic cancellation of the accreditation status/ certification of the centre.

11. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

12. Force Majeure

Every effort will be made to carry out the contract but its due performance is subject to cancellation by The Nautical Institute or to such variation as The Nautical Institute may find necessary as a result of inability to secure labour, materials or supplies as a result of any Act of God, War, Strike, Lockout or other Labour dispute, Fire, Flood, Drought, Legislation or other cause (whether or the foregoing class or not) beyond The Nautical Institute's control.

13. Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of England and Wales. All claims must submit to the non-exclusive jurisdiction of the English courts.