

## 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 Controlled Documents

Initial scheme logbooks are controlled, numbered documents, used for Dynamic Positioning (DP) 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 branch shall not re-allocate logbooks to any other branch. If accreditation status changes or there is a closure, please contact the accreditations team at The Nautical Institute for further advice ([accreditations@nautinst.org](mailto:accreditations@nautinst.org)).

Failure to comply with this clause may result in automatic cancellation of the accreditation status/certification of the centre. Following this cancellation all logbooks held by the centre will be invalid and not accepted towards the DP certification.

### 2 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](mailto:pubs.admin@nautinst.org) or via fax on +44 (0)20 7401 2817. Once an order is accepted by The Nautical Institute it must be confirmed by you via email. Upon confirmation, we will process the order and once the order has been processed, we require payment within 30 days of the invoice date.

We only accept orders where the delivery address matches the accredited address(es) exactly. Any change to the delivery address should be made through the accreditations team who will consider it. An indemnity letter must be provided and approved by the accreditations team. No change can be made to a delivery address without the written permission of the accreditations team.

**Individuals:** The Revalidation Logbook can be ordered by individuals who hold a Nautical Institute DP Certificate. Once an individual's current certificate has been validated by the DP department a revalidation logbook can be purchased.

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 use the order form on the NI Alexis

Platform website. 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. 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.

### 3 Contract of sale

Proforma invoices do not constitute a contract of sale between the training centre and The Nautical Institute. The proforma invoice remains valid for two weeks from the date of issue. The Nautical Institute accepts orders in good faith and cannot be responsible for any errors or admissions on the part of training centres. By confirming the order by email, the training centre agrees that all information included on the proforma invoice has been checked and is correct. If email confirmation is not received within two weeks of the proforma being issued The Nautical Institute cannot guarantee price and availability of logbooks, there may also be a delay in order fulfilment. Prices and stock availability will not be contractually confirmed until we have received your email order confirmation.

While we endeavour to keep logbooks in stock, if they are 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.

## 4 Our contract

When you place an order to purchase a product from The Nautical Institute, we will expect to process it within 2-7 working days. If there are any payment problems, if insufficient address details are supplied or if any other information is missing in your order that would prevent it being processed, The Nautical Institute reserves the right to put the order on hold until the issue is clarified and confirmed by email. 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 order. If we are unable to contact you, we will treat the order as being cancelled.

**All orders:** Proforma invoices, invoices and confirmation notices are sent via email.

## 5 Delivery

All logbooks are held by our third-party warehouse. Therefore, under no circumstances can logbooks be dispatched from The Nautical Institute headquarters.

The Nautical Institute aims to dispatch all orders within 6 working days of the invoice being processed. As we process your order, we will inform you by email if any items you order turn out to be unavailable or if there may be delays in processing e.g. office closures.

**Items dispatched via courier:** Due to the sensitive nature of the logbooks, all logbook orders are dispatched by The Nautical Institute via courier from our third-party distributor. The Nautical Institute will only arrange delivery via courier to the delivery address which has been confirmed on the training centres accreditation. In the event that the training centres wishes for the logbooks to be delivered to an alternative address, an indemnity letter will need to be submitted to and approved by The Nautical Institute accreditations department. It is the responsibility of the training centre to check orders for damaged, missing or wrong items, before signing for receipt. If an issue is found with the order then this must be communicated to The Nautical Institute via email to [pubs.admin@nautinst.org](mailto:pubs.admin@nautinst.org) within 10 working days of the delivery of the shipment. Issues which are identified and communicated to The Nautical Institute outside of this window may not be considered.

In some circumstances, The Nautical Institute may allow a training centre to have the logbooks delivered via courier to a freight forwarder within the UK. In this instance it is the responsibility of the freight forwarder to check orders for damaged, missing or wrong items, before signing for receipt. If an issue is found with the order then this must be communicated to The Nautical Institute via email to [pubs.admin@nautinst.org](mailto:pubs.admin@nautinst.org) within 10 working days of the receipt by the freight forwarder. Issues which are identified and communicated to The Nautical Institute outside of this window may not be considered.

**Collections:** On approval from The Nautical Institute, training centres may make arrangements for collection of their shipment on their own courier account. We reserve the right to refuse the option of collection at any point. 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 wait for confirmation from the distributor that your order is ready for collection before dispatching a courier.

Collection of logbooks by individuals is not accepted under any circumstances.

**Training Centres: All logbook orders will be couriered. 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: Revalidation logbook orders will be sent via post or courier. VAT will be charged as applicable.**

## 6 Customs

It is accepted by you that any additional customs charges need to be paid by you, The Nautical Institute has no control over these charges and cannot predict what they may be. Customs policies are different in every country so please contact your local customs office for further information. Please note that when ordering from The Nautical Institute you are considered the importer of record. As the importer of record, you must comply with all of the laws and regulations of the country you are receiving the good in. Customs offices in some countries require the importer of record to provide identification before releasing goods. As the importer of record, you may be required to provide the recipients identification number such as a unique identification number, CNPJ, CRN or other as required by your country.

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 from such actions, including the costs of returning logbooks to the Institute.

If customs duties, import clearance charges and the costs associated with them are not paid by the importer of record then customs will not release the items. In the instance that items are returned to The Nautical Institute by customs, the importer of record agrees to cover all costs associated with this. These may include but are not limited to customs charges from the country the goods were delivered to, courier fees and any customs fees incurred when returning to the UK. In the event that customs decides to destroy the items rather than return them, it is accepted by you that you will still be liable to pay the original invoice and any other additional costs associated with this transaction.



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## 7 Returns

The Nautical Institute does not accept returns of logbooks unless they are damaged in transit by agents of The Nautical Institute, or if a wrong or defective item has been sent in error. Recipients must check orders for damage before signing for delivery. 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 orders. Failure to do so will result in the customer not being able to make a claim. If an issue is found with the order then this must be communicated to The Nautical Institute via email to [pubs.admin@nautinst.org](mailto:pubs.admin@nautinst.org) within 10 working days of the delivery of the shipment. Issues which are identified and communicated to The Nautical Institute outside of this window may not be considered.

In the event that The Nautical Institute agrees that logbooks can be returned, they must be sent via trackable courier to The Nautical Institute headquarters. Failure to comply may result in refunds being refused.

The Nautical Institute does not offer refunds on logbooks. Any disputes regarding this should be directed to the accreditations department.

## 8 Copyright and database rights

All content on The Nautical Institute and Alexis Platform websites, including 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 rights laws.

## 9 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.

## 10 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



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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 of the foregoing class or not) beyond The Nautical Institute's control.

## 11 Privacy

The Nautical Institute processes personal data on a 'legitimate interests' basis under Article 6 (1) of the General Data Protection Regulation (GDPR). This enables the Institute to provide a full range of services to its members and also services relating to its dynamic positioning (DP), accreditation and publications activities. 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. We also use this information to improve our online ordering system, prevent or detect fraud or abuses of our website and enable third parties to carry out technical, logistical or other functions on our behalf.

The Nautical Institute is now GDPR compliant. For further information, please see our [privacy policy](#).

## 12 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.

## 13 Governing law and jurisdiction

This Agreement is governed by English Law.