



# ANGLO-EASTERN MARITIME TRAINING CENTRE

## COURSE ENTRY FORM - APPENDIX

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### APPENDIX I

#### TERMS AND CONDITIONS FOR OPITO APPROVED TRAINING COURSES

**1. Applicability.**

The following terms and conditions shall apply to all registrations and agreements for training courses to be held on sites owned (including sites leased or otherwise occupied) by AEMTC ("AEMTC") or any of its associated branches or companies.

**2. Course Registration**

The booking of a seat on a training course shall be deemed to be accepted upon written confirmation from AEMTC or upon individual / organization (Customer) by e mail [aetr.bom@angloeasterngroup.com](mailto:aetr.bom@angloeasterngroup.com)

Upon the booking of a training course, these Terms and Conditions shall govern the relationship between AEMTC and the Customer.

**3. Course Fees and mode of payment**

The fees for standard training courses are set out in the AEMTC price list are available upon request.

Applicable fees shall be payable in the local currency unless otherwise indicated.

All prices are exclusive of service tax and any other taxes which shall be payable in addition to the fees at the prevailing rate(s) wherever applicable.

The fees include the cost of course materials, course facilities and equipment, tea / coffee / snacks and lunch. If any logistic requirement is provided such as accommodation/ transport etc.. will be charged extra

The Customer shall pay each invoice submitted to it by AEMTC, in full within 30 days of receipt of the invoice or earlier. The certificate will only be issued after receipt of full amount. The institute does not accept **CASH**.

Without prejudice to any other right or remedy that it may have, in the event of failure by the Customer to pay AEMTC on the due date, AEMTC may charge prevailing interest until payment is made.

**4. Cancellation policy**

The Customer may cancel the booking 14 days in advance of the course commencement by written communication. In such circumstances, AEMTC shall refund the course fee to the Customer.

If notice of cancellation has not been received at least 14 days prior the commencement of the course or a Participant fails to attend a training course for any reason whatsoever, all fees payable in respect of such course shall remain payable to AEMTC.

AEMTC reserves the right to cancel or postpone any training course for any reason whatsoever and in such event, AEMTC's liability for such cancellation shall be limited to a full refund of fees paid or, where available and acceptable to the Customer, transfer to a training course on an alternative date.



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Candidate must report to the training center 20 minutes before the commencement of the course.

### 5. Complaints and suggestion.

All complaints in respect of a training course should preferably be made in writing in the course feedback form or Form AVF/33 or sent by e-mail to AEMTC [aetr.bom@angloeasterngroup.com](mailto:aetr.bom@angloeasterngroup.com) within 30 days from the date of the last day of the course. All the complaints will be handled by course coordinator / course faculty/ Programme Head / AEMTC management as the case may be. AEMTC shall not be obligated to the Customer in any way in addressing such complaints.

### 6. Course completion certificates and OPITO Card.

A Participant must complete all aspects of a training course to the standard(s) specified by AEMTC in order to receive course certification. If the participant fails to complete any element of a training course, the participant shall not be entitled to certification. Any matter relating to the provision of course certification shall be determined by AEMTC in its absolute discretion.

### 7. Issue of Duplicate certificates

Requests for duplicate certificates must be made in writing to AEMTC by the sponsoring company or participants in the case of self-sponsored participants stating the relevant training course, date, Participant's name and date of birth. A charge per copy certificate will be applicable. This fee must be paid in advance of the duplicate certificate being issued.

### 8. Health, Safety and Medical Fitness

The participants must act in full compliance with all applicable health and safety legislation, regulations and policies and follow all instructions or directions given by AEMTC personnel including not be under the influence or in possession of alcohol or illegal substances.

If any Participant fails to act in accordance with the above requirements, AEMTC shall request such Participant to leave the training course immediately. AEMTC will inform the Customer of any such event. In such event, no fees or payments shall be reimbursed.

Participants must be sufficiently fit and able, to participate in any physical activity forming part of a training course and shall submit valid offshore medical fitness certificate (issued not earlier than 30 days from the commencement of the course) prior the course commencement date. All participant shall give truthful information about the medical condition in the PART B of OPITO course Entry form.

Incase participant need any medical assistance during the course, he /she shall approach the administrative staff for details.

#### • Data Protection

The Customer and Participant agree that AEMTC is permitted to hold personal information about the Participant as part of its personnel and other business records and AEMTC may use such information as part of AEMTC's business.

#### • Intellectual property rights

All materials and information (in whatever form) provided by AEMTC to the Client or a Participant in connection with the services may not be copied, distributed or be made available to any third parties. The Client and the Participants shall not use such material



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and information for any reason which is not connected to the training course or the services provided by AEMTC.

### • Liability of Clients and Participants

It is the responsibility of the Client to ensure that all sponsored Participants behave responsibly at all times. AEMTC reserves the right to remove a Participant from a course if, in AEMTC's reasonable opinion, the behaviour of a Participant is unacceptable.

In the event of any unforeseen medical emergency during the duration of the course the participant shall bear all costs for such medical treatment or hospitalization. All participants shall sign the indemnity bond given in Part – B application form prior – commencement of the course.

### 9. AEMTC's liability and limitation of liability

This clause sets off the entire financial liability of AEMTC (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer and/or Participants in respect of:

- a) for death or personal injury resulting from negligence; or
- b) for any damage or liability incurred by the Client or Participant as a result of fraud or fraudulent misrepresentation by AEMTC.

Subject to the above clause, AEMTC shall not be liable for:

- i). loss of profits; or
- ii). loss of business; or
- iii). depletion of goodwill and/or similar losses; or
- iv). loss of anticipated savings; or
- v). loss of goods; or
- vi). loss of contract; or
- vii). any special, indirect, consequential or pure economic loss, costs,
- viii). damages, charges or expenses; and

### 10. Force majeure

Neither party shall be in breach of these Terms and Conditions nor liable for any failure or delay in performance of its obligations (other than the obligation to make payments of money) arising or attributable to acts, events, omissions or accidents beyond its reasonable control including, but not limited to, acts of God, fire, explosion, embargo, terrorism, civil disturbance, epidemics, lightning damage, electromagnetic interference, radio interference, strikes and industrial dispute.

### 11. Choice of law and venue

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of India.

### 12. Course Language

The medium of instruction will be ENGLISH. If the participant is not sufficiently qualified to comprehend English language, must inform the centre at the time of booking the seat.

### 13. Emergency procedure

In case of emergency in training center participants to follow emergency procedure of center and assemble at Emergency head quarter.



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### 14. Information for participants

#### 1. Intoxicating substances and medications

The participants must not be under the influence of any intoxicating substances or medications (including alcohol or any illegal substances) which affect alertness during the training course. Any participant suspected of being under the influence of any such substance or medication will be excluded from the training course and his/her employer will be informed accordingly.

#### 2. Safety

Upon arrival you must familiarise yourself with AEMTC's safety procedures. Your trainer will assist you to do so and if you have any questions, please ask!