



Disclaimer and terms of services for Dynamic Positioning Applications

These terms and conditions are applicable to all Dynamic Positioning applications. Please read carefully.

1. Service provider

The Nautical institute (NI) is a registered charity on number 1002462 and Company Limited by Guarantee number 2570030, based 202 Lambeth Road, London, SE1 7LQ. United Kingdom. The NI provides service to assess and verify the accuracy of the candidate's Dynamic Positioning training as per DP training standard in order to issue a DP certificate at the end of the process, if applicable.

2. Application of these terms

These terms and conditions govern your use of the services of The Nautical Institute, all applications you make, and all enquiries you make for advice or information concerning training and issuing of DP certificates. Each applicant hereby accepts and confirms that, prior to submitting the application and documents, they have read, understood and agreed to be bound by, without limitation or qualification, all of these terms and conditions. No employee of The Nautical Institute has any authority whatsoever to change, amend, amplify or withdraw any or all of these terms and the conditions without prior written approval from The Nautical Institute.

3. The application service

3.1 Acceptance and rejection of applications

You are responsible for the accuracy of your application as per the training standard, and for checking your application form before applying to The Nautical Institute. By receiving your application, we do not guarantee we will issue a DP certificate. The assessment of a DP application is carried out by The Nautical Institute, and the grant or refusal to issue a DP certificate is at our sole discretion. The NI only verifies applications that are complete and clear and has the right to refuse incomplete or unclear applications. The NI reserves the right to ask for further documentation and information from the applicant, and/or to refuse any incomplete applications.

3.2 Applicant's Responsibility

It is the responsibility of all applicants to complete all applications forms truthfully, to provide correct and accurate information and documentation, to ensure that they have completed the DP training and logged their training data as required by the training scheme and NI guidelines. It is the responsibility of the applicant to check all entries, signatures and stamps are as required by the DP training scheme. Applicants are required to submit/send original documents unless photocopies or certified copies of the supporting documents are requested.

3.3. No liability for incorrect information

The NI shall have no liability for loss, delays or non-issuance of any application arising from or in connection with (to include but not restricted to) incomplete application forms and logbooks, incorrectly or falsely completed application forms and logbooks, and inaccurate or incomplete supporting documentation. The Nautical Institute provides guidelines and information on how to complete the training and the logbook on its website (www.nautinst.org). This information is public and should be read by the candidate before supplying his documents to the NI to ensure he/she has all the requirements in place.

3.4 Processing times

The processing of your application is subject to the procedures and timescales of The Nautical Institute. The NI will only consider starting to process your application once all phases of the training scheme are completed in accordance with the training scheme and all documents required are sent together with your application. The NI reserves the right to start counting the time for the return of your application only when all the criteria are met.

4. Fees

The fees payable by you comprise the service fee and the return of your documents by a trackable courier. Fees stated are valid each time the application is sent to The Nautical Institute. If you have to



re-apply at a later date, the fees will be chargeable again. The fees are those in force at the date of the application and may change. The service fees are subject to VAT in the UK and Europe. All fees must be received in full under the available payment options as cleared funds for the application to be processed.

All fees are non-refundable, and all fees are payable and retained by us on payment by you, even if you do not make or proceed with a DP application, and whether or not a DP certificate is ultimately granted.

5. General obligation

The NI will process all applications with reasonable care and skill and in accordance with all procedures prescribed by the DP training scheme. However, whilst we use reasonable care to check your application form and documents for obvious errors, we do not guarantee to detect errors in your form, and we do not undertake to verify any information you provide, which you are responsible for ensuring is accurate.

6. Loss or damage to passports and other travel documents

The Nautical Institute does not take responsibility for documents lost or damaged while in transit or for damages done by third parties involved in the application process.

7. Disclaimer - Please read carefully

The Nautical Institute excludes its liability in connection with any application, including liability in or under contract, negligence, tort, statute or otherwise howsoever, and including liability for any delay or failure of The Nautical Institute in handling or processing the DP applications, and rejections of applications for any reason.

8. No liability for events not under our control

The NI shall not be considered to be in breach of contract or negligent or otherwise liable in any way for any delay or failure of any application or loss, damage or delay to verify or issue a DP certificate or other documents due to accident, theft, natural calamities (act of God) or any other reason outside the control of, and not arising out of a wilful default of, the NI, or for the loss or damage to any document after it has been handed over to the applicant.

9. No liability for postal and courier service

The NI shall have no liability for any delays, or for loss of or damage to any application, logbook or other documents, caused by, or occurring whilst any application or document is in the possession of any third party postal or courier service, including transportation of applications, logbooks or other documents between the NI and the applicant and when being returned by the NI to the applicant. Please see our [Terms and Conditions](#) for the purchase of the Revalidation Logbook.

10. No liability for wasted costs and expenses

The NI shall have no liability to any applicant, or any other person relying on or benefiting from any DP application, for any commitment, cost or expenditure incurred in reliance on or anticipation of receiving a DP certificate, whether within a particular timescale or at all, including but not limited to air travel, hotel, and other travel and accommodation arrangements, and any other arrangements made.

11. General

11.1 Third party rights

Nothing in these Terms and Conditions shall benefit or be enforceable by any person other than the applicant, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

11.2 Changes to these terms

The NI in its sole discretion may change, amend, cancel or withdraw any or all of these terms and conditions at any time without any prior notice.

11.3 Applicable law

These terms and conditions and any applications shall be governed and construed in accordance with the laws of England and Wales.

Any claims or disputes arising in relation to the services provided by the NI to the applicant shall be subject to the exclusive jurisdiction of the courts in England and Wales.