



Privacy Policy & Terms and conditions for the provision of services

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

Key details

This website privacy policy describes how MLA College protects and makes use of the information you give the company when you use this website. If you are asked to provide information when using this website, it will only be used in the ways described in this privacy policy.

This policy is updated from time to time. The latest version is published on this page.

This website privacy policy was updated on: 10/05/2018

If you have any questions about this policy, please email info@mla-uk.com or write to:

MLA College

205 Plymouth Science Park

1 Davy Road

Plymouth

PL6 8BX.

Introduction

We gather and use certain information about individuals in order to provide products and services and to enable certain functions on this website. We also collect information to better understand how visitors use this website and to present timely, relevant information to them.

What data we gather

We may collect the following information:

- Name and Address
- Contact information including email address
- Demographic information, such as postcode, preferences and interests
- Website usage data
- Other information relevant to client enquiries
- Other information pertaining to special offers and surveys

How we use this data

Collecting this data helps us understand what you are looking from the company, enabling us to deliver improved products and services.

Specifically, we may use data:

- For our own internal records.
- To improve the products and services we provide.
- To contact you in response to a specific enquiry.
- To customise the website for you.
- To send you promotional emails about products, services, offers and other things we think might be relevant to you.
- To send you promotional mailings or to call you about products, services, offers and other things we think might be relevant to you.
- To contact you via email, telephone or mail for market research reasons.

Cookies and how we use them

What is a cookie?

A cookie is a small file placed on your computer's hard drive. It enables our website to identify your computer as you view different pages on our website. Cookies allow websites and applications to store your preferences in order to present content, options or functions that are specific to you. They also enable us to see information like how many people use the website and what pages they tend to visit.

We may use cookies to:

- Analyse our web traffic using an analytics package. Aggregated usage data
- helps us improve the website structure, design, content and functions.
- Identify whether you are signed in to our website. A cookie allows us to
- check whether you are signed in to the site.
- Test content on our website. For example, 50% of our users might see one
- piece of content, the other 50% a different piece of content.
- Store information about your preferences. The website can then present
- you with information you will find more relevant and interesting.
- To recognise when you return to our website. We may show your relevant
- content, or provide functionality you used previously.

Cookies do not provide us with access to your computer or any information about you, other than that which you choose to share with us.

Controlling cookies

You can use your web browser's cookie settings to determine how our website uses cookies. If you do not want our website to store cookies on your computer or device, you should set your web browser to refuse cookies. However, please note that doing this may affect how our website functions. Some pages and services may become unavailable to you.

Unless you have changed your browser to refuse cookies, our website will issue cookies when you visit it. To learn more about cookies and how they are used, visit [All About Cookies](#). Controlling information about you.

When you fill in a form or provide your details on our website, you will see one or more tick boxes allowing you to:

- Opt-in to receive marketing communications from us by email, telephone, text message or post.
- Opt-in to receive marketing communications from our third-party partners by email, telephone, text message or post.
- If you have agreed that we can use your information for marketing purposes, you
- can change your mind easily, via one of these methods:
- Sign in to our website and change your opt-in settings.
- Send an email to [Click here to enter text](#).

We will never lease, distribute or sell your personal information to third parties unless we have your permission or the law requires us to. Any personal information we hold about you is stored and processed under our data protection policy, in line with General Data Protection Regulation.

Security

We will always hold your information securely. To prevent unauthorised disclosure or access to your information, we have implemented strong physical and electronic security safeguards. We also follow stringent procedures to ensure we work with all personal data in line with General Data Protection Regulation

Links from our site

Our website may contain links to other websites. Please note that we have no control of websites outside the www.mla-uk.com domain. If you provide information to a website to which we link, we are not responsible for its protection and privacy. Always be wary when submitting data to websites. Read the site's data protection and privacy policies fully.

General terms and conditions

This site is owned and operated by Marine Learning Alliance Limited of 205 Plymouth Science Park, 1 Davy Road, Plymouth PL6 8BX. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at info@mla-uk.com or 01752 764823.

1. **The contract between us**

We must receive payment of the whole of the price for the services that you order before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by us only when a confirmation of acceptance is sent by us. 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. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. **Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to Marine Learning Alliance Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

4. **Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

5. **Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Availability

The services will be provided within an agreed timescale, and time is not of the essence of the contract.

7. 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.

8. Price

The prices payable for services that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

9. Payment terms

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if our services are delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the services from you, then we can refuse to process your order and/or suspend any further services. This does not affect any other rights we may have.

10. Cancellation rights

10.1 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 the services within the Cancellation Period in accordance with clause 10.5)

10.2 ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*** do not apply if the services you have ordered are of a gambling, banking, credit, insurance, personal pension, investment or payment nature.

10.3 In accordance with ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*** you cannot cancel your contract if the services you have ordered are passenger transport services, services (other than the supply of water, gas, electricity or heating) for which the price is dependent on fluctuations in the financial market, urgent repairs or maintenance where you have specifically requested a visit, accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities (if the contract provides for a specific date or period of performance).

- 10.4 Should you wish to cancel your order, 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).
- 10.5 In accordance with ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*** you will forfeit your right to cancel at the point that you start to download electronic materials via our web app, regardless of whether it is within the 14 day period outlined in para 10.1.

11. **Cancellation by us**

- 11.1 We reserve the right not to process your order if:
- 11.1.1 We have insufficient staff or resources to deliver the services you have ordered;
 - 11.1.2 We do not provide services to your area; or
 - 11.1.3 One or more of the services you ordered was listed at an incorrect price due to a typographical error.
- 11.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

12. **Liability**

- 12.1 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.
- 12.2 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.
- 12.3 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.

13. 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 Ltd, 205 Plymouth Science Park, Davy Road, Plymouth PL6 8BX and all notices from us to you will be displayed on our website from time to time.

14. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

15. Law, jurisdiction and language

This website, any content contained therein, and any contract brought into being as a result of usage of this website 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.

16. 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.

17. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

18. Third party rights

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

19. Pre-sale Information

Once your order has been received you will receive by email a summary of the key information relating to your purchase. It is important that you check this and inform us immediately if anything is incorrect or requires change. Your right to cancel remains in accordance with para 10.