Distance Learning Programme (DLP)

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Overview

Gafta’s Distance Learning Programme (DLP) is a suite of online courses aimed at giving a detailed insight into commodity trading contracts.

The DLP offers an alternative to Gafta’s face-to-face Gafta Professional Development (GPD) training programme that can be studied whenever and wherever you choose.

There are six modules covering the following topics:

Module 1 – Introduction to Contracts
Module 2 – Fulfilling Contractual Obligations
Module 3 – Payment and Risk
Module 4 – Charterparties and International Carriage Regimes
Module 5 – What to do in Exceptional Circumstances
Module 6 – Problems and How to Resolve them

Students who complete and pass all 6 modules are then eligible to continue their professional development and take the Gafta Trade Diploma; an industry-recognised qualification that is also the first step towards becoming a qualified Gafta Arbitrator.

How much does it cost?

Individual modules
Member rate: £515 GBP
Non-member rate: £645 GBP
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Bulk-buying discount for purchase of all six modules in advance
Member rate: £2715 GBP
Non-member rate: £3450 GBP

Module format and content
Each module runs for approximately 12 weeks and includes a mixture of data, quizzes, online tutorials and written assignments.

All the materials you will need are included within the module, including all assignments and reference papers.

Course tutor and tutorials
Students who would like to have additional private tutorials can request these by contacting events@gaita.com at an additional cost.
GBP250.00 exclusive of VAT

Module 1 – Introduction to Contracts
Section 1: Negotiation of a Trade

- Pre-contractual considerations
- Formation of a contract
- Contract terms and amendments
- Importance of standard clauses, including insurance, arbitration and mediation

Section 2: Cost Insurance Freight (CIF), Cost and Freight (C&F), Cost Insurance Freight Free Out (CIFFO), Cost and Freight Free Out (C&FFO) Contracts

- Duties of all parties
- Introduction to shipping documents
- Tender documents, invoicing and other relevant documents
- Identifying common problems and ways of solving them

Section 3: Free on Board (FOB) contracts

- How and when to make a nomination and discussion of withdrawal
- Who is responsible for supervision, customs and loading the goods
- Presenting documents: What, when and who?

Module 2 – Fulfilling Contractual Obligations
Section 1: Identifying parties’ obligations
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- Sale of goods legislation for bulk goods trading
- Impact of implied terms on all parties
- Difference between key terms, including “condition” and “warranty” and “innominate” and “intermediate”

Section 2: Fulfilling quality and condition obligations

- Identifying key terms within a contract and their impact
- Common quality and/or condition specifications throughout the trade
- Identifying causes of loss and making claims
- Certificate final
- Supervision and sampling

Section 3: Loading, discharge and supervision

- Instructing superintendents and understanding Gafta code of practice
- Duties of a superintendent
- Sampling rules 124, weighing rules 123, analysis methods 130 and fumigation rules 132

Module 3 – Payment and Risk

Section 1: Introducing key concepts

- Counterparty, commercial and political risks
- Payment types, certainty and timing
- Letters of credit

Section 2: Different types of payment

- Prepayment
- Cash against documents or goods
- Retention of Title clause

Section 3: Gafta contracts and other issues

- Key clauses, including payment, insolvency and circle clauses
- Amounts payable and interest
- Passing of property

Module 4 – Charterparties and International Carriage Regimes

Section 1: The Basic Contractual Arrangements
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- Roles of parties and terminology
- Seaworthiness
- Reasonable despatch and deviation
- Care of cargo
- Dangerous cargo

Section 2: Charterparties

- Types of charterparties
- Liabilities and formalities
- Duties of the shipper

Section 3: Voyage Charters

- Key elements of voyage charters including owner and charterer obligations
- Sub-chartering
- Preliminary voyage and loading
- Freight
- Laytime and demurrage

Section 4: Time Charters

- Basic framework of time charters
- Owners’ warranties
- Employment and indemnity
- The charter period and hire
- Withdrawal of vessel for non-payment

Section 5: Bills of Lading

- Receipt as to goods shipped, condition and leading marks
- Effect on other representations
- As a document of title
- Legal action
- Registry system and paperless cargo

Section 6: International Conventions

- Hague Visby Rules: Application, duties and defences
- Carriers responsibilities and immunities
- Package limitation
Module 5 – What to do in Exceptional Circumstances

Section 1: Introduction to prevention of shipment and delivery clauses

- Prohibition and claiming relief
- Understanding Force Majeure
- Strikes

Section 2: Ice

- Key duties of parties under the ice clauses

Section 3: Frustration

- Understanding how and when a contract may cease to exist due to frustration

Module 6 – Problems and How to Resolve them

Section 1: Default and Damages

- Key principles of the Gafita Default Clause
- Claiming breach of contract

Section 2: Arbitration

- Principles of arbitration, including rules 125 and 126
- Drafting written submissions
- Awards and damages

Section 3: Alternate Methods of Dispute Resolution

- Key aspects of mediation and how it can help
- How mediation works
- Next steps if mediation is unsuccessful
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Frequently Asked Questions (FAQs)

How does the registration process work?
Student registration takes place on www.gafta.com/distance-learning-programme. Students who register for all six modules at once will receive separate instructions on how to access their first course.

How do I access the learning materials?
Once your registration is confirmed, you will be sent a confirmation with a link to the online learning platform. You will be given a username and password which you must keep safe.

What do I have to do to pass?
There are a number of assignments within each module and students must pass all of these in order to gain a certificate for the module. Students who pass all 6 modules will get a final programme completion certificate which can be used in applications for the Trade Diploma.

How often do the modules run?
There are 3 ‘semesters’ in each year – January, April and March. All 6 modules run in each semester.

How long is each module?
Each module takes approximately 12 weeks to complete. Assignment deadlines are at intervals throughout the 12 weeks.

Can I take more than one module at a time?
Yes, although we do not recommend doing this alongside full-time work as the learning and assignment workload for each module is a significant commitment.

What do assignments entail?
Students are assessed throughout each module with a mixture of quick-fire quizzes and written assignments.

What language is the course in?
The DLP is only available in English.

Can I access the materials on my phone?
Yes, but currently the platform will not work without a wifi connection or mobile data enabled.

Can I do some DLP modules and some face-to-face GDP courses and still take the Trade Diploma if I pass them all?
No, the DLP and GDP programmes are separate routes to the Trade Diploma. Each are specifically tailored to work as a complete programme of learning and although the content is the same overall, modules and courses are structured so differently that they are not interchangeable.

Do I have to take all 6 modules?
No, students can take any number of the modules.
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Do I have to do the modules in numerical order?
We strongly recommend that students start with Module 1 and work their way through the programme in numerical order, however this is not mandatory. If desired, students can take the modules in any order, but must bear in mind that content is designed to flow from one module to the next. This will not affect student certification or permission to take the Trade Diploma.

How long do I have to complete all 6 modules?
There is no time limit on completion of the full DLP programme. The majority of DLP students take 2 – 3 years to complete the programme.

Disclaimer
All materials provided by Gafta are for the exclusive use of registered students studying this programme and for no other purpose. Gafta makes no representations or warranties as to the accuracy of the contents (including, but not limited to, any factual, legal or other information contained or opinions expressed therein) and excludes all liability whatsoever, and howsoever, arising from the preparation, contents and distribution of the course materials.

Terms and Conditions

1. Registration & access
   a. Access to your modules will be given once full payment has been received.
   b. Once registered, students will receive their own unique login details. By registering, students agree not to share these details with any other person. Any student suspected of sharing their module access will have their access suspended and may be prevented from continuing with the module. No refunds will be issued in this case.
   c. Access to the DLP learning materials for each module is granted for 12 weeks, with an additional 2 weeks read-only access to allow students to view their feedback. Access is then terminated after this time.

2. Refunds
   a. Refunds are only issued if a cancellation request is received in writing and the student has not logged into the learning platform.

3. Assignment extensions
   a. Students who sign up for the DLP are expected to manage own time and meet all deadlines.
   b. Extensions are only considered if a request has been received in advance of the deadline, in writing. They are granted on a case-by-case basis and only in exceptional circumstances.

4. Late fees and failures
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a. If a student fails an assignment, they are allowed one chance to re-submit, as long as it is within one week of the deadline.

b. Late submissions are not considered unless an extension has been agreed with Gafta in advance of the deadline (see above).

c. Students who fail a module overall can pay a ‘late submission’ fee of £200 GBP per assignment in order to resubmit their work.

d. Any subsequent failures mean that the student must re-take the entire module at the full fee.

5. Plagiarism

a. Any student who is found to have plagiarised their work will receive an automatic failing grade for that module. If an original piece of work is re-submitted within 48 hours, then this will be considered and marked by the course tutor.

b. Students who repeatedly plagiarise their assignments may have their course access revoked. No refunds will be issued in this case.