

CHANNEL ISLAND REMOTE PILOT (SMALL)



Terms and Condition



Jersey Airport

1 Jersey ATC CI-RP(s) Training Course GENERAL TERMS & CONDITIONS (the "General Terms and Conditions")

- 1.1 These General Terms and Conditions shall be read in accordance with, and form part of, the Contract (as defined below) and shall apply to all services provided by Jersey ATC in connection with the Course to the exclusion of all others (unless amended by the Offer (as defined below)). Customers' own General Terms and Conditions are not applicable.
- 1.2 The definitions used in these General Terms and Conditions shall have the meaning ascribed to them in the Offer (as defined below), unless otherwise defined within these General Terms and Conditions.
- 1.3 **Offer: Conclusion of Contract**
- 1.3.1 In the case of client specific courses, Jersey ATC will issue a written offer upon preliminary negotiations with the Customer (the "Offer"). The Offer will contain a service description, set out the charges to be paid by the Customer in respect of the course (the "Charges") and contain an acceptance form which is legally binding on Jersey ATC and the Customer when completed and signed by the Customer. The Offer will specify any variances from these General Terms and Conditions, and, together with the Course Joining Instructions and these General Terms and Conditions, shall form a contract once the signed acceptance form has been returned to Jersey ATC (the "Contract").
- 1.3.2 In the case of individuals attending a course which is open, for the purposes of the Contract the Offer will be constituted by the "Offer document". and the registration form. The acceptance of the Contract in respect of a course which is open, is effected by the Customer returning to Jersey ATC a signed (including the electronic return) registration form, which contains all relevant elements, together with the payment of a 10% deposit of the Charges to Jersey ATC.
- 1.3.3 The balance of the Charges in respect of any Contract will be payable 14 days before the commencement of the course, unless otherwise agreed with Jersey ATC in writing. Failure to pay will immediately terminate the Contract.
- 1.4 After the deposit has been paid, the Customer will receive a letter of confirmation, setting out details of the course and giving information about the training facility.

2 Termination of the Contract by Customer

- 2.1 The Customer may terminate the Contract by written notice to Jersey ATC. In case of such termination, Jersey ATC may, at its discretion, charge cancellation fees as follows ("Cancellation Fees"):

2.2

Full days between receipt of cancellation notice and course start	Cancellation fee as percentage of the contract price
0 - 4	100%
5 - 29	80%
30 - 59	50%
60 - 89	30%
90 - 179	10%
180 and more	None

- 2.3 The amount of these fees depends on the time of receipt of the cancellation notice by Jersey ATC.

- 2.4 Any costs incurred by Jersey ATC in preparation of the course will be charged to the Customer but will be limited to a maximum of the Charges less any applicable Cancellation Fee.

3 Delay of the Course

- 3.1 If, due to force majeure (including, but not limited to, any event beyond the reasonable control of Jersey ATC which does not relate to its fault or negligence including acts of God, expropriation or confiscation of facilities, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riot or civil commotion, accidental destruction of hardware, software, systems, networks, databases, interfaces or facilities, the act or regulation of any relevant authority (including any stock exchange), any investigation by a relevant authority (other than routine checks), fire, lock-out, strike and natural disaster, or illness of an instructor) ("**Force Majeure**"), the course cannot be performed at the agreed date, or only be performed with unreasonable economic effort, then the course will be performed on the next mutually agreed date.
- 3.1.1 The Customer may terminate the contract without any cancellation charge if the course is delayed due to Force Majeure. In the case of such termination, any Charges paid by Customer will be refunded. Any other claims shall be excluded.

4 Termination of Contract by Jersey ATC

- 4.1 Subject to clause 4.2, in the case where Jersey ATC has declared a specific course to be subject to a minimum number of participants, Jersey ATC may terminate the Contract if such minimum number is not reached.
- 4.2 In such case, the Customer will be notified two weeks before the course start date at the latest. Any Charges paid by the Customer will be refunded. Any other claims will be excluded.
- 4.3 [The same will apply in cases where the training cannot be performed due to force majeure or other reasons for which Jersey ATC is not responsible. Notification will be made without undue delay.

5 Performance

- 5.1 The Customer is responsible for compliance with any requirements for Customers' qualifications.
- 5.2 The requirements for participation as set out in the Offer shall apply.
- 5.3 Training will take place at Jersey Airport in the Air Traffic Control Centre or at alternative premises as specified by Jersey ATC.
- 5.4 Daily schedules of training will be as set out in the Offer document unless otherwise agreed upon in writing by the Customer and Jersey ATC. Jersey ATC is responsible for performing the course. Jersey ATC reserves the right to let the course be partly or wholly performed by duly qualified third parties in Jersey ATC's name.
- 5.5 In all circumstances, certification will be effected by Jersey ATC.
- 5.6 Jersey ATC does not represent or warrant that the Customer will reach the intended training level, nor does Jersey ATC represent, warrant or guarantee that a Customer will pass the exam.

6 Specification of Services, Prices, Terms of Payment

- 6.1 In the case of training courses, the services to be provided are specified in the Offer. The Charges for the course is set out in the Offer. All Charges are exclusive of Goods and Services Tax which the Customer shall be liable to pay at the prevailing rate.

- 6.2 The agreed Charges shall be due and payable without deduction or set off as per clause 1.3.2. Once the signed acceptance form or registration form and any relevant deposit payment have been received by Jersey ATC an appropriate invoice will be issued. Payments shall be made in Sterling and at the Customer's cost and risk. Any payment not effected when due will carry interest at one per cent (1%) per month [above the base rate of Barclay's Bank plc].
- 6.3 Jersey ATC will not bear any of the Customer's travel and/or accommodation expenses.

7 Liability / Safety Rules and Insurances

- 7.1 The customer shall abide by the relevant safety and accident prevention rules applicable for training within Ports of Jersey (which shall be provided to the Customer on request).
- 7.2 Nothing in these General Terms and Conditions shall limit or exclude Jersey ATC's liability for:
- 7.2.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; and
- 7.2.2 fraud or fraudulent misrepresentation.
- 7.3 Subject to clause 7.2 and to the maximum extent permitted by the law (including pursuant to the Supply of Goods and Services (Jersey) Law 2009 and/or the Supply of Goods and Services (Jersey) Regulations 2010), Jersey ATC's total liability to the Customer, howsoever arising (including negligence and breach of duty (statutory or otherwise)) under or in connection with a Contract shall be limited to the aggregate Charges paid to Jersey ATC by the Customer.

8 Copyright on Licensed Material

- 8.1 Intellectual property rights in material provided by Jersey ATC including but not limited to, courseware, training documentation, procedural know-how, working documents, software and manuals remain with Jersey ATC (the "**Materials**"). Customer shall obtain no right, title or license to the Materials following completion of the course and may not use or copy the Materials, make them accessible to third parties or use them out of the scope of the Contract without Jersey ATC's prior written consent.
- 8.2 It is further understood and agreed that monetary damages would not be a sufficient remedy for any breach of this clause 8 and that Jersey ATC shall be entitled, in addition to all other remedies available in law or equity, to equitable relief, including injunction, as a remedy for any such breach.

9 Other Duties

- 9.1 Jersey ATC will treat any information about Customers and/or any internal business information of Customer as confidential except where Jersey ATC is required by law or by a relevant authority of competent jurisdiction, whether or not having the force of law.

10 Applicable Law, Place of Jurisdiction

- 10.1 This agreement shall be governed by and construed in accordance with and governed by the Laws of Jersey.
- 10.2 The parties agree that the Courts of Jersey shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and for such purposes submit to the jurisdiction of the Courts of Jersey.

11 Miscellaneous

- 11.1 If any provision of a Contract is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the Contract, but without invalidating any of the remaining provisions of the Contract. Jersey ATC and the Customer shall then use all reasonable endeavors to replace any such invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 11.2 Unless and to the extent otherwise expressly provided in a Contract, a person who is not a party to a Contract shall have no right to enforce any of its terms.
- 11.3 [Jersey ATC shall be entitled to vary the terms of a Contract unilaterally, upon giving written notice to the Customer] / [No variation of a Contract shall be valid unless it is in writing and signed by Jersey ATC and the Customer]. The expression "vary" shall include any variation, supplement, deletion or replacement however effected.