

## **HeliGroup Operations limited**

### **Training Terms and Conditions**

#### 1. INTRODUCTION

- 1.1. In these conditions the following words and phrases shall have the meaning or meanings attributed thereto:
- “**Agreement**” means collectively these terms and conditions and the Booking Form Confirmation.
- “**Aircraft**” means any aircraft which is the subject of the training as set out in the Booking Form Confirmation.
- “**Booking Form Confirmation**” means the form to which these terms and conditions are attached.
- “**Company/Our/Us/We**” means HeliGroup Operations Limited, company registration number 08340781, or any other parent company or subsidiary thereto or associated therewith or working on behalf of HeliGroup Operations Limited.
- “**Programme**” means the training or any series of training agreed between the Company and the Trainee as set out in the booking arrangements (howsoever evidenced).
- “**Trainee/You**” means any person requesting helicopter training from the Company as set out in the booking arrangements (howsoever evidenced).
- “**Services**” means the provision of the helicopter training for the completion of the Programme.
- 1.2 The terms upon which the Company is willing to provide helicopter training are contained in these conditions to the exclusion of all other terms, conditions warranties and representations including in particular any specified by the trainee in any way. No addition to or variation of these Conditions shall bind the Company unless accepted in writing by a director of the Company.
- 1.3 In the case of any conflict between any terms specifically agreed between the Company and You and any of these conditions, then the terms of that separate agreement will prevail.
- 1.4 Headings do not affect the interpretation of this Agreement.

#### 2. BASIS OF AGREEMENT

- 2.1 This Agreement and our price list set out the whole agreement between the Company and the Trainee for the supply of the Services.
- 2.2 Please check that the details in this Agreement and in particular on the Booking Confirmation Form are complete and accurate before You commit Yourself to the contract. If you think that there is a mistake, please make sure that you ask Us to confirm any changes in writing, as We only accept responsibility for statements and representations made in writing by Our authorised employees and agents.
- 2.3 Please ensure that You read and understand this Agreement before You pay for or commence the Services, because You will be bound by this Agreement once the Services commence, or payment received, whichever is the earlier event.
- 2.4 Any descriptions or advertising We issue, and any descriptions or illustrations contained in Our catalogues or brochures, are issued or published solely to provide You with an approximate idea of the Services they describe. They do not form part of the contract between You and Us or any other contract between You and Us for the supply of the Services.
- 2.5 If any of this Agreement is inconsistent with any terms of any booking arrangements, the terms of any written (including email) shall prevail.
- 2.6 The booking arrangements are an offer by You to enter into a binding contract with Us, which We are free to accept or decline at Our absolute discretion.

- 2.7 We have the right to revise and amend the terms of this Agreement from time to time to reflect changes in market conditions affecting Our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in Our system's capabilities. You will be subject to the policies and terms in force at the time that You order the Services from Us, unless any change to those policies or this Agreement is required by law or government or regulatory authority in which case it will apply to orders You have previously placed that We have not yet fulfilled.
- 2.8 You must be at least 16 years old at the time of the first lesson.
- 2.9 You must not weigh more than 240lbs at the time of any flight or lesson.

### 3. QUALITY OF SERVICES

- 3.1 Unless We are prevented from doing so by a Force Majeure Event (as defined below), We will provide Services which:
  - 3.1.1 conform in all material respects with their description;
  - 3.1.2 are carried out with reasonable care and skill;
  - 3.1.3 are fit for any purpose We say the Services are fit for, or for any purpose for which You use the Services and about which You have informed Us, or We could reasonably expect You to use the Services;
  - 3.1.4 comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 3.2 You must provide Us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable Us to provide the Services in accordance with this Agreement. If You do not, or You provide Us with incomplete, incorrect or inaccurate information or instructions, We may cancel the Agreement by giving You written notice, or We may make an additional charge of a reasonable sum to cover any extra work that is required.

### 4. PRICE AND PAYMENT

- 4.1 The price of the Services will be as set out in the quotation We provided to You or, if We have not provided a quotation or the quotation has expired, in Our price list in force at the commencement date of the Programme, or based on flying hours at a rate indicated to You in the booking arrangements or as otherwise agreed in writing.
- 4.2 Prices are liable to change at any time, but price changes will not affect anything in confirmed booking arrangements that We have confirmed in writing.
- 4.3 Notwithstanding clause 4.3 above, in the event of any increase in fuel costs after the finalisation of the price, We reserve the right to charge any amount equal to any additional fuel costs incurred by Us in performing any of Our obligations under this Agreement.
- 4.4 Where the price depends in whole or in part on flying hours, these shall be calculated by reference to the period of time the Aircraft moves under its own power before subsequently coming to a halt with all of its engines shut down.
- 4.5 Unless otherwise specified by Us, all payments shall be made at least 7 days prior to training or immediately in the case of short notice in sterling. If We require a deposit or payment in advance on account such payment shall be made on demand.
- 4.6 Time for payment is of the essence.
- 4.7 If You do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at a rate of 4% above the base lending rate of Barclays Bank PLC from time to time. This

interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. Where charged by Us, You must pay Us the interest together with the overdue amount.

- 4.8 Without limiting any other remedies or rights that We may have, if You do not pay Us on time, We may cancel or suspend Our performance of the Services or any other outstanding orders until You have paid the outstanding amounts.

## 5. NON-PERFORMANCE, DELAY, VARIATIONS AND DIVERSIONS

- 5.1 In the event of any variation from or addition to the Programme at the request of the Trainee, the Trainee shall pay for additional flying hours where appropriate at the hourly rate applying to the Programme or such rate stated by the Company which is reasonable having regard to the price and any expense or losses arising from or connected with the variation from or addition to the Programme, together with all expenses whatever connected with it (including, without limitation, any transport, accommodation and subsistence expenses incurred by the crew and any engineering staff).
- 5.2 We shall use reasonable endeavours to perform and complete the Programme but may depart from it if it is reasonably necessary or advisable in Our opinion in the interest of safety or legality, in which case any additional flying hours and expenses shall be paid for by the Trainee.
- 5.3 We shall use reasonable endeavours to perform the Programme in accordance with any times indicated but such times are not guaranteed and (without prejudice to condition 5.2) We shall have no liability for reasonable delay.
- 5.4 In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or any circumstances whatever beyond the Company's control, including (without limitation) the circumstances set out at clause 5.6 below, We shall use reasonable endeavours to perform or continue the Programme, but otherwise shall have no liability to the Trainee. The Trainee shall be liable to pay such part of the price as is referable to the part of the Programme which has been performed (if any), and all expenses whatever connected with it, and anything in excess already paid by the Trainee shall be refunded. The Company's determination of the referable part of the price and the connected expenses shall be conclusive, in the absence of manifest error.
- 5.5 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under this Agreement that is caused by events outside Our reasonable control (Force Majeure Event).
- 5.6 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond Our reasonable control and includes, in particular (without limitation) the following:
- 5.6.1 pilot illness, or pilot unfit or unsafe to provide the Programme or Services; or
  - 5.6.2 aircraft inoperable or unsafe due to technical reason; or
  - 5.6.3 adverse weather conditions, in particular where it is considered in the sole discretion of the Company unsafe to provide the Programme or Services; or
  - 5.6.4 strikes, lock-outs or other industrial action; or
  - 5.6.5 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - 5.6.6 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
  - 5.6.7 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
  - 5.6.8 impossibility of the use of public or private telecommunications networks; or

- 5.6.9 the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown of, or an accident to the Aircraft or any part of it, natural disaster or the act of any authority.
- 5.7 Our obligations under this Agreement are suspended for the period that the Force Majeure Event continues, and We will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which Our obligations under this Agreement can be performed despite the Force Majeure Event.
- 5.8 You are expected to maintain a professional code of conduct at all times. Physical violence against any person whilst undertaking any training with Us will result in instant dismissal from the course. You will be held responsible for any damages to property. You shall not litter the buildings, gardens, parking areas and surrounds nor leave any parcels, cartons, bicycles, bags or rubbish in passages, on steps or anywhere else within any airport facilities save for in designated areas.
- 5.9 You shall not consume any alcoholic beverages within any airport facilities nor within 12 hours of engaging in any Programme activity, ground training or flight training whatsoever. Any use of drugs or excessive use of alcohol on or off any airport facilities will be grounds for immediate dismissal from the Programme. You shall not smoke in any area other than those designated.
- 5.10 You shall not use any telephones, fax machines or computers belonging to Us, nor remove any items belonging to Us, without prior approval from Us. To ensure equipment remains 100% operational, You shall report any unserviceability's immediately to Us. You shall consider the privacy of others and ensure that any equipment and furniture is respectfully utilised.
- 5.11 The successful completion of the course of instruction, or any part thereof, requires certain skills, motivation, aptitude, diligence and capacity to accept instruction on Your part which cannot be evaluated in advance. Accordingly, We cannot and do not make any representations, promises or warranties concerning (a) Your ability to successfully complete the Programme, or any part thereof, within a specified period of time; (b) the time necessary to obtain one or more particular ratings; (c) the time necessary to obtain a given number of flight hours and/or (d) the time necessary to successfully complete any written test and/or flight tests. We do not guarantee Programme completion and cannot guarantee Your completion date. You acknowledge that any projected completion time is based on average student performance in accordance with the training course outlined during Programme enrolment.
- 5.12 You acknowledge that no employee, agent or other representative of the Company has made any representations, promises or warranties to You concerning the time necessary for his/her successful completion of the Programme, or any part thereof, or to obtain a particular rating, complete a given number of flight hours, or successfully complete any written test and/or flight tests. We do not guarantee employment to You on completion of the Course.

## 6. TERMINATION

- 6.1 Where the Programme or event is a single lesson or training session, then if the Trainee terminates the Programme the Trainee may (at the sole discretion of the Company) be liable to pay a cancellation charge by way of liquidated damages as follows:
- 6.1.1 if notice is received less than 72 hours but more than 48 hours before scheduled start time, 10% of the price;
- 6.1.2 if notice is received less than 48 hours but more than 24 hours before the scheduled start time, 25% of the price;
- 6.1.3 if notice is received less than 24 hours before scheduled start time, 50% of the price;
- 6.1.4 if no notice is received or notice is received after the scheduled start time or the Trainee 'no-shows', 100% of the price or the cost of flying and expenses already incurred, whichever is the greater.
- 6.2 Where the Programme or event is a series of training sessions, then if the Trainee terminates the Programme the Trainee may (at the sole discretion of the Company) be liable to pay a cancellation charge by way of liquidated damages as follows:

- 6.2.1 more than 21 days before Programme, 10% of the total price
- 6.2.2 more than 14 and up to 21 days before Programme, 15% of the total price
- 6.2.3 more than 7 days and up to 14 days before Programme, 25% of the total price
- 6.2.4 more than 1 day and up to 7 days before Programme, 50% of the total price; or
- 6.2.5 24 hours or less, and including no show, 100% of the total price.

6.3 In the event that We should cancel the Programme due to unsuitable weather conditions, the Trainee will receive 100% refund, as long as no costs have been incurred.

6.4 Termination will not affect either party's outstanding rights or duties, including Our right to recover from You any money You owe Us under this Agreement

## 7. INSURANCE, LIABILITY AND INDEMNITY

7.1 The Company holds insurance cover to the level as dictated by the Civil Aviation Authority.

7.2 Neither of us shall be responsible for losses that result from our failure to comply with this Agreement including, but not limited to, losses that arise from loss of income or revenue, loss of business, loss of anticipated savings, loss of data or any indirect, consequential, special or exemplary damages arising out of, or as a consequence of, the Programme.

7.3 However, this clause shall not prevent claims for foreseeable loss of, or damage to, your physical property.

7.4 This clause does not include or limit in any way Our liability for death or personal injury caused by Our negligence, or Our fraud or fraudulent misrepresentation, or any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability, or any other matter for which it would be illegal or unlawful for Us to exclude or attempt to exclude Our liability.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1 The copyright, design right, trademarks and all other intellectual property rights in any materials and other documents or items that We prepare or produce for You in connection with the Services will belong to Us absolutely. You may not use such materials, documents or other items for any commercial purpose outside that for the purpose of the Programme.

## 9. ASSIGNMENT

9.1 You may not transfer any of Your rights or obligations under this Agreement to another person without Our prior written consent, which We will not withhold unreasonably.

9.2 We can transfer all or any of Our rights and obligations under this Agreement to another organisation, but this will not affect Your rights under this Agreement.

## 10. DATA PROTECTION

10.1 We will use the personal information You provide to Us to provide the Services, or to inform you about similar services which We provide, unless You tell Us that You do not want to receive this information.

10.2 We may disclose details provided to Us about You to appropriate law enforcement bodies in accordance with relevant legislation. The details provided may be used for authentication purposes and for the prevention and detection of crime. By signing this form, You understand that Your disclosure information is only to be used for the specific purposes mentioned and for which Your full consent has been provided. You confirm that the information You have provided is complete and true and understand that knowingly to make a false

statement is a criminal offence and will be pursued accordingly. You consent to Us providing Your personal data to appropriate law enforcement bodies to perform specific checks for the purposes of the prevention and detection of crime or the apprehension and prosecution of the offenders.

## 11. GENERAL

- 11.1 No variation of this Agreement or these Clauses shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 11.2 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 11.3 If any provision of this Agreement (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 11.4 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 11.5 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 11.6 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 11.7 Any typographical, clerical or other error in any sales literature, marketing materials, quotation, price list or other Document issued by Us or contained on any part of Our website shall be subject to correction without any liability on the part of Us. For the avoidance of doubt, Our brochure and other sales literature or marketing materials either appearing on Our website or in printed form are not incorporated into and do not form part of this Agreement.
- 11.8 Nothing in this Clause shall limit or exclude any liability for fraud.
- 11.9 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 11.10 A person who is not a party to this Agreement shall not have any rights under or in connection with it.
- 11.11 Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Confirmation Form, or as otherwise specified by the relevant party by notice in writing to the other party.
- 11.12 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Order Form or, if sent by pre-paid first-class post or recorded delivery, at 9:00am on the second Business Day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed.
- 11.13 This Clause 18 shall not apply to the service of any proceedings or other documents in any legal action.
- 11.14 For the avoidance of doubt, any notice or other communication required to be given under or in connection with this Agreement shall be validly served if sent by e-mail and will be deemed to be received at the time of

sending.

- 11.15 Notwithstanding any other provision of this Agreement, no proceedings shall be commenced against Us under this Agreement more than 3 months after the event giving rise to the proceedings has occurred (save in the event of fraud or deliberate concealment by Us).
- 11.16 This Agreement, 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 law of England and Wales.
- 11.17 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter.