

General Terms and Conditions (GTC)

1. General

These General Terms and Conditions apply to all services provided by Aviation Competence Centre or subsidiaries to its clients, hereinafter referred to as “Customer” and “Participants”, as applicable. Customer general conditions are not applicable even when printed on Customer’s Order or other documents.

2. Offer - Conclusion of Contract

Aviation Competence Centre services, training packages, training material, examinations, schedules and related prices are described in our brochure and/or website.

Payments made by the Customer or Participant, entails acceptance of these general conditions.

3. Cancellation of training

Customer may cancel all or certain services by written notice to Aviation Competence Centre at any time before the actual start of the course or examination. However, Aviation Competence Centre may, at its sole discretion, charge cancellation fees. Cancellations received within two weeks after the initial order, the Aviation Competence Centre will not charge cancellation fees.

Once the training session or examination has started, the training and or examination fee is due in full and no refund will be accepted for whatsoever reason.

Any cost incurred by Aviation Competence Centre in response to specific requests will be charged to the Customer but will be limited to the full training price minus any applicable cancellation fee.

4. Force Majeure

Aviation Competence Centre may suspend, delay or cancel the performance of a training and/or examination session due to ‘force majeure’ or other reasons beyond Aviation Competence Centre reasonable control, or if the training and/or examination session can only be performed with unreasonable economic efforts such as insufficient number of participants or if the designated trainer and/or examiner suddenly becomes ill. Any other claims, be they for direct or consequential damages or otherwise, are hereby expressly excluded.

5. Performance

(i) Aviation Competence Centre is a PART 147 approved to provide training and examinations according to the European (EASA) regulations. The requirements for participation such as professional qualification, pre-evaluation, other qualifications etc.

are set forth in our brochure and/or website, European Regulations and the training information materials. Aviation Competence Centre is entitled to refuse any participant who, in Aviation Competence Centre opinion, does not meet such required qualifications. A substitution of similarly qualified trainees is acceptable until start of training.

(ii) Training and/or examinations will normally take place at the Aviation Competence Centre premises at Maastricht-Airport. In the event another training location is agreed upon, Customer will be responsible for procuring an adequate training infrastructure which meets or exceeds Aviation Competence Centre requirements. The customer must provide any competent aviation authorities or the Quality Manager from the Aviation Competence Centre the access to the facilities where the training and/or examination takes place.

(iii) The daily schedules of training and examinations are indicated in our brochure and/or website or other information materials. Aviation Competence Centre reserves the right to let the training or examination be performed in whole or in part by duly qualified third parties in Aviation Competence Centre's name.

(iv) If the successful completion of the training requires an examination, the examination will be in accordance with Aviation Competence Centre practices and pursuant to PART 147 regulations, unless otherwise agreed and to the extent that such a deviation is possible. Aviation Competence Centre warrant that the training and/or examination provided shall conform to the provisions of the European (EASA) regulations and that it will use its best efforts to offer a good quality training. Aviation Competence Centre do not however represent that the Training will meet the customer's expectations, nor that each participant will reach the intended training level, nor does Aviation Competence Centre warrant that a participant will pass the required examination.

(v) Training and Examinations will be given in the English language mentioned in the information materials and website, unless otherwise agreed to and confirmed in the course offer.

Customer acknowledges that Aviation Competence Centre will set up the training session according to its needs and requirements and that the training will be attended by individuals (to the maximum number mentioned in the information materials or as otherwise agreed to) from various origins, including Aviation Competence Centre staff.

6. Prices, Terms of Payment

(i) The description of services as contained in our brochure and website or the offer forms an integral part of the training agreement.

(ii) The applicable prices are stated in our brochure and/or website or in our specific offer of service. Any applicable taxes, duties and fees are extra and will be included on the invoice(s).

(iii) Hundred 100 percent of the total price will be payable fifteen (15) working days prior to the start of the training course, examination or program (a “program” comprising two or more courses). Payment shall be made in Euro. Bank details will be specified in our invoice. Payment shall be made at Customer’s cost. Invoices must be paid following the General Terms and Conditions of the Aviation Competence Centre.

From time to time and at Aviation Competence Centre’s sole discretion, advance payments, other than specified above, may be required. Failing to receive such payment on time, Aviation Competence Centre shall be authorised, at its discretion, to cancel Customer’s registration, or to suspend the training/examination, or to refuse participation to the Customer or to the Customer’s designated course participant(s) until full payment is received.

(iv) Aviation Competence Centre will not bear any of the participants’ travel or lodging expenses.

(v) In case the training takes place at Aviation Competence Centre premises, all additional costs and expenses related to the sojourn of the participants (doctor, hospitalisation costs, ...), will be borne by the customer.

(vi) Course certificates are issued only after payment of the final invoice.

7. Liability / Safety Rules

(i) Aviation Competence Centre shall not be liable for any kind of damages arising directly or indirectly out of or in connection with this agreement or the performance or failure to perform the training or examination, unless due to the gross negligence or wilful misconduct of our directors, employees or agents.

Customer agrees that its participant(s) shall abide by the relevant safety and accident prevention rules or other regulations applicable at Maastricht Airport and within Aviation Competence Centre premises.

(ii) Customer is liable for any kind of damage to and/or loss of property (including any aircraft), caused by an act or omission of its directors, officers, employees, agents or any person registered for training/examination.

(iii) Customer expressly agrees to hold harmless, and indemnify Aviation Competence Centre, its directors, officers, employees and agents from and against any claims brought by any third party, including such third party’s personnel and agents, in connection with this agreement.

(iv) Aviation Competence Centre, its directors, officers, employees and agents shall not be liable for any claims arising out of injuries or bodily harm (including loss of life) or of damage to or loss of personal or work property sustained by the training participants while on the property of the Aviation Competence Centre or any other location at which the training is delivered, including travel to and from the training location, unless due to the gross negligence or wilful misconduct of our directors, employees or agents.

(v) Customer is solely responsible to ensure adequate workers' compensation and civil liability coverage insurance for its participants.

(iv) When the Aviation Competence Centre was to be considered liable, any liability is limited to the invoiced amount paid to the Aviation Competence Centre, in the calendar year in which the action leading to this liability occurred.

8. Copyright on Working Documents, Software and Manuals

Customer and participants acknowledges that Aviation Competence Centre courses, examinations and training sessions contains ideas, concepts, procedures, which represent trade secrets of Aviation Competence Centre and which are given and received in confidence. Such information shall only be used for purposes relating to the performance of this Agreement.

Such information, including, though not limited to, the documentation related thereto may not be disclosed or reproduced by the recipient, its intermediary, agents or employees without the written consent of Aviation Competence Centre.

Customer and participants recognises and agrees that the use or disclosure of such trade secrets can cause irreparable harm and substantial losses to Aviation Competence Centre. The provisions of this clause do not apply to information (i) proper to or according to the law part of the public domain provided in a way other than by breach of this contract or any other obligation regarding confidentiality, (ii) proper or according to the law property of the recipient before informing this other party, (iii) obtained by a Third Party who is free to reveal this information or developed separately by the recipient thereof. The provisions of this clause are maintained after termination of this contract for any reason.

Customer and its participants may not copy or reproduce training material or make it accessible to third parties without Aviation Competence Centre prior written consent and to the extent that Aviation Competence Centre can give such consent. "Licensed material" is any kind of Aviation Competence Centre documentation and according software made available to the training participants.

9. Other Duties

Aviation Competence Centre will treat any information about training participants and / or any internal business information about the Customer as confidential, pursuant to the legislation concerning the protection of personal data.

10. Legal entity

The Aviation Competence Centre is an tradename of the "Stichting voor Beroepsonderwijs en Volwasseneneducatie Westelijk Zuid-Limburg".

11. Applicable Language

All correspondence, documents and other written matters in connection with this Agreement shall be in English. This Agreement has been agreed and prepared in the English language. In the event of any translation of this Agreement or any part thereof into other language, the same shall continue to be construed and interpreted according to the English language version which shall therefore prevail in the event of any conflict.

12. Applicable Law, Place of Jurisdiction

This agreement shall be construed in accordance with and governed by the laws of The Netherlands. In case of dispute, the place of jurisdiction shall be Maastricht, The Netherlands.