

1. Definitions – In these terms:

‘CAAI’ means CAA International Ltd, of which the registered office is at: Aviation House, Gatwick Airport South, West Sussex, RH6 0YR.

‘Services’ means any training services supplied by CAAi to the Client, including e-learning services.

‘Public Access Courses’ refers specifically to scheduled courses or e-learning courses delivered by CAAi on which members of the public may book a place.

‘Client’ means any person (including a Consumer), company or organisation to whom CAAi contracts to supply Services.

‘Consumer’ means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession.

‘Delegate’ means any person sent or authorised to represent others from a Client company or organisation.

‘e-learning’ means training delivered electronically and remotely, on-line, to the trainee via the Client or delegate’s computer.

‘In-company tailored Training’ refers to courses normally delivered at the Client’s own venue or at a venue arranged by the Client.

‘Tailored Courses’ refers to customised courses with substantial design and development or tailoring.

2. Acceptance

Any written quotation for Services such as Tailored Courses or In-company Tailored Training will remain open for acceptance for 90 days from the date of

despatch and thereafter will lapse unless otherwise stated in writing.

3. Booking a Course

3.1 It is the responsibility of the Client to ensure they are familiar with the full course description as advertised on the CAAi website and they meet the criteria for attendance. If unsure please contact the CAAi Training team before booking. Some courses may require preparatory work.

3.2 To book on a CAAi course the client must purchase the course on the CAAi website. Payment can either be done directly via credit card or via an invoice. If there are any problems with the website, the client may also call the CAAi Training team to purchase the course, in which case payment via credit card is required. By submitting an application the client is confirming their availability and intention to attend the CAAi course and by doing so the client accepts these terms and conditions. CAAi will confirm receipt of the booking in writing to the email address provided.

3.3 Courses do not include overnight accommodation unless otherwise stated. Details of preferential hotel rates, if available, can be found in the Frequently Asked Questions document (FAQ).

4. Payment

4.1 Payment of a booking on a Public Access Course is due immediately at the time of booking. Upon confirmation of payment, the booking will be confirmed in writing to the email address provided. Once the booking has been confirmed full course joining instructions are typically sent out four weeks prior to course

delivery, if applicable.

4.2 A booking on a Public Access Course, where payment is not immediate, will not be confirmed until payment has been received; however, acknowledgement of the requested booking will be provided, together with the invoice, to the email address provided. CAAi reserve the right to re-allocate the place to another Client if fees are not paid on time. Payment of an invoice is required at least 25 days prior to the course.

4.3 Payment of tailored in-company? house Training or Tailored Course delivery is due in accordance with the quotation or the contract concluded with the Client for the course.

5. Course Fees

All fees on the CAAi website are current at the time of publishing. However, CAAi reserves the right to change them before a booking is made. In any event, CAAi reserve the right to refuse admission if payment has not been received prior to attending a course. All fees are inclusive of course materials, refreshments and lunch, where applicable, but exclude all other meals, accommodation and transportation unless otherwise stated.

All fees are payable in UK £ (pounds sterling).

6. Confidentiality

All documentation made available by the Client during the course of provision of the Services shall remain the property of the Client and shall be treated as confidential, and shall not be disclosed to any third party, without written consent. This does not apply if the documentation was or comes into the

public domain other than by default by CAAi or if CAAi is required by law to disclose it.

7. Intellectual Property

7.1 Unless specifically stated otherwise, all intellectual property rights including copyright, in training course material are, remain and shall vest in, and be the absolute property of, CAAi.

7.2

CAAi makes every endeavour to ensure the accuracy of its training content but does not accept liability for any errors or omissions. Course material does not necessarily reflect the official viewpoint of the UK Civil Aviation Authority.

8. Cancellations, Transfers, Substitution and Non-attendance

8.1 Cancellation Policy – CAAi

CAAi reserves the right to cancel the course the course on less than 4 weeks notice in which case CAAi will reimburse reasonable at any time if there are insufficient numbers of Delegates. CAAi will endeavour to give reasonable advance notice but cannot guarantee this. Should an event be cancelled, all fees paid will be refunded. No reimbursement will be made for travel arrangements already made by the client unless CAAi cancels the course on less than 4 weeks notice when CAAi will reimburse reasonable travel costs incurred.

8.2 Cancellation Policy – Client

Where a contract with a Client who is a Consumer is concluded on a distance selling basis (see below), the Client has the right to cancel at any time within 14 days after booking, and

before the delivery of the training Services, subject to the below-mentioned cancellation policy. Cancellation instructions must be received by CAAi prior to the course in any event.

A contract concluded with a Client on a “distance selling basis means a contract concluded between CAAi and a Client under an organised distance sales or service-provision scheme without the simultaneous physical presence of the CAAi representative and the Client, with the exclusive use of one or more means of distance communication, such as by electronic means, up to and including the time at which the contract is concluded.

If a course has been fully paid and the client has got access to training material (e.g. blended learning, e-learning, pre-course reading), the Client has the right to cancel but will be charged with a cancellation charge of 100% of the course fee.

If the Client has not yet paid, and therefore has not yet received access to the course material, cancellation is possible according to the following timelines and will occur the following cancellation fees. These are deductible from any pre-paid fees or otherwise are payable by the Client:

More than 4 weeks prior	No
2-4 weeks prior to	50% of the
Less than 2 weeks prior to	100% of the
Failure to attend (other	100% of the

8.3 Delegate Substitutions

A Client can send a Delegate to use their booking (instead of the Client) on a course at any time free of charge. Notice of Delegate substitution must be received in writing by CAAi, i.e. as an email to training@caainternational.com.

8.4 Transfers

If a Client needs to transfer their booking to a later training date or to a different course the following transfer charges will apply:

More than 4 weeks prior	No charge
2-4 weeks prior to	30% of the
Less than 2 weeks prior to	60% of the

The transfer option only applies to Clients or Delegates transferring to a different date within the same calendar year on the same course. Where CAAi have no further dates for that calendar year, the Client will be liable for the difference in any course fee increases in addition to the transfer charges applicable. CAAi reserves the right to change its training course portfolio at any time and cannot guarantee that a change to a later date will be possible. Where a transfer is not possible the change will be handled as per the Cancellation policy.

Transfers can only be used once and the choice of revised date must be specified at the time that the transfer is requested. If that transfer is then later cancelled and/or the Client or Delegate fails to attend, the full course fee including the transfer charges remains payable in accordance with the cancellation policy. Any refunds owed to a Client will be returned once the transfer process is completed by CAAi.

9. Changes to the Course and assigned trainer

CAAi's courses are constantly updated and improved and CAAi reserves the right to alter any of the courses' content or the assigned trainer without prior notice.

10. In-company Tailored Training

The Client shall provide CAAi with such co-operation, assistance and facilities, as CAAi reasonably requires for the execution of any In-company Training event.

11. Conditions of Enrolment

In all cases, the completion of the online purchase of a course or written acceptance of a quotation is deemed to constitute confirmation of acceptance of a course and meeting any criteria as applicable to the course (see section 3 above). CAAi will not be held liable for any Client who has booked the incorrect course; in such an event all conditions of these terms and conditions apply. Please contact the CAAi Training team immediately should such an error have occurred.

Tailored courses may be subject to terms and conditions laid down in a separate contract between CAAi and the Client. Should no such contract exist, the terms and conditions of service described here shall apply.

12. Sub-contractors

The Client recognises and agrees that CAAi may use sub-contractors for some or all of the Services, including delivery of training courses. Notwithstanding the fact that CAAi may use sub-contractors for Services to be performed under this

agreement, CAAi shall remain completely responsible for all actions of such sub-contractors relative to the Services which are the subject of this agreement.

13. Use of CAAi Personnel

For the purposes of this clause, 'Relevant Person' means any trainer or manager or any other person who shall have been engaged either as an employee or independent Contractor by CAAi and who shall have provided services for such Client through CAAi within the 12 months preceding the use of their services by the Client and an associate as aforesaid.

On acceptance of a quotation or on purchase of a course, the Client confirms that he will not use the services of any Relevant Person directly and other than via CAAi. In the event that the Client or an associate uses the services of a Relevant Person other than pursuant to a contract with CAAi, the Client shall pay:

Where the Relevant Person becomes an employee of such Client or associate, a sum equal to 17.5% of the gross annual remuneration of such Relevant Person or a sum of £6,000, whichever shall be higher and in any other case, the sum of £6,000 (exclusive of VAT).

This Clause does not apply to a Client who is a Consumer.

14. Exclusions and Limitations of Liability

14.1 CAAi will accept liability for personal injury or death or for loss of or damage to property caused by its negligence or by its staff or consultants whilst acting within the course of their

employment or duties. CAAi does not accept any responsibility for the security of personal items at any venue.

14.2 Otherwise CAAi's maximum liability to the Client (whether for breach of these Terms or in negligence in connection with the Services or their provision or not as the case may be) shall not exceed the greater of (a) 100% of the total of the Charges and other sums which would be payable to CAAi under this Agreement or (b) £50,000.

14.3 CAAi shall not be liable for any special damages or for any indirect or consequential losses or expenses (including loss of contracts, savings, business or goodwill) that are incurred by the Client as a result of the Services provided (or not as the case may be) howsoever they are caused and even if CAAi was aware of the possibility of those occurring when it entered into this contract.

14.4 The Client agrees to waive any claim in negligence it may have against CAAi's staff or consultants personally in connection with their performance of the Services but without prejudice to any claim it may have against CAAi under this Agreement or in negligence as a result of their acts or omissions.

14.5. Each sub clause hereof is independent of each other sub clause and shall be construed separately so that the invalidity of any one sub clause shall not affect or invalidate any of the other sub clauses.

15. Indemnity

15.1 The Client shall indemnify CAAi, its members, staff and consultants against any actions or claims brought against

them by any third party in connection with the Services, and against any liabilities, including any legal costs, any damages and any expenses arising from or incurred due to or in connection with such actions or claims, except and to the extent that the actions or claims are brought as a result of the negligence or other tortious default of, or for breach of third party party's intellectual property rights by, CAAi, its members, staff or consultants.

15.2 The parties agree that for the purposes of Section 1 of the Contracts (Rights of Third Parties) Act 1999 (or any statutory modification or re-enactment thereof) CAAi's members, staff and consultants may enforce this indemnity against the Client.

15.3 CAAi shall give the Client prompt written notice of any such action or claim on its becoming aware of the same and shall provide the Client with such assistance and co-operation in connection therewith as may reasonably be required by the Client.

16. Venues

16.1 CAAi reserves the right to change a venue location at any time if this becomes necessary. Should a venue change, the Clients will be notified. CAAi will reimburse the Client for any reasonable expenses incurred by the Delegate or Client as a result of it having to make unavoidable, alternative travel arrangements as a result of such change of venue.

17. VAT

VAT is applied to all fees at the current standard rate where applicable in the UK on the provision of the Services.

18. Data Protection Notice

CAAi will hold Client (where the Client is an individual) and Delegate contact details and personal data on its database and this will be processed in accordance with the Data Protection Act 1998 and or General Data Protection Regulation, as appropriate. CAAi will retain the data and will use it only to communicate with Clients on CAAi related issues and to provide information that may be of future interest.

19. Law and Jurisdiction

19.1 Any contract with the Client is subject to, and governed by, English Law.

19.2 Any dispute between the Client and CAAi with regard to the Services or payment of any fees or charges payable under these terms and conditions shall be subject to the jurisdiction of the courts of England and Wales.

20. Complaints about our service

20.1 CAAi Training Complaints Policy and Procedure

CAAi Training is committed to delivering a quality service at all times. However, we do accept that occasionally things may go wrong. This complaints policy and procedure outlines how learners may make a complaint to CAAi Training if they are dissatisfied with any aspect of our service.

In the event you experience a level of service that does not meet your expectations we would like to hear from you. Likewise, if you are pleased with the services offered or have any suggestions on how we could improve our services, we would like you to let us

know so please contact us at training@caainternational.com.

20.2 Complaints procedure stages

Should you have a complaint regarding any aspect of the service you have received from CAAi Training, at any stage of the procedure please contact us promptly with your concerns in order that we can try to resolve the issue as soon as possible.

There are three stages in the complaints procedure and each stage must be fully completed before proceeding to the next one. It is recommended that you keep copies of all the documents used in the complaints procedure.

Stage 1

For an on-the-spot solution, assuming you are still completing your training course, you must first contact your instructor who will ensure that your concerns are dealt with fairly and promptly. Your instructor will investigate your concerns and address accordingly. Should your complaints be about your instructor and it would be inappropriate to discuss the matter with him/her you may continue to Stage 2.

Stage 2

In the event you are not satisfied with the outcome of Stage 1 or if you are no longer on your training course please contact the Manager Training Operations at CAAi Training Department at the address below, where your concerns will be investigated. This may be in writing in the post or via email or the website.

Please forward your written complaint to the following:

Email: training@caainternational.com

Address: CAAi Training,
CAA International Limited,
Aviation House,
Gatwick Airport South,
West Sussex RH6 0YR

Website: www.caainternational.com

In your complaint you should include:

Your name (and company name if appropriate) and address

The name and date of the training course you attended

Copies of any relevant correspondence regarding the complaint

The name of the person(s) who you wrote/spoke too, and when, to assist us to locate logged complaints

Details of what has gone wrong or has not been handled properly

An explanation of how you would like us to resolve your complaint

You are likely at this stage to be required to substantiate any complaints or allegations with written factual evidence and/or signed statement from witnesses. This will aid us in reaching a prompt conclusion to the complaint.

The Manager Training Operations will investigate and aim to send a response to you within 28 working days. If a

definitive outcome cannot be given within this time (for example when a matter is very complex or where we have to consult a third party on the matter) you will be notified of the progress being made.

Please be assured we will treat your correspondence in the strictest confidence and with fairness and objectivity. We will inform you of the decision on completion of a full investigation.

Stage 3

If you are not satisfied with our response to your complaint (i.e. outcome of Stage 2), you can escalate it by writing an appeal to our Quality Manager at the address given before.

A response to your appeal will be normally sent to you within 28 days.

Finally, if CAAi Training does not hear further from the learner concerned within 30 days of the date of the response letter being sent to the complainant (i.e. once the learner has had the opportunity to consider CAAi Training's response at Stage 2 or 3), CAAi Training will consider the matter closed.

20.3 We aim to achieve a high level of customer service, but there may be times when we make a mistake. Should this happen you are entitled to one, or a combination, of the following:

An apology

An explanation

An assurance the same mistake is not repeated

Details of the action taken to correct the mistake

Dependent on the mistake you may be entitled to financial compensation and/or alternative training courses. Compensation will be dependent upon the nature of the mistake, the circumstances in which the mistake occurred, and any actual loss suffered or costs incurred as a direct consequence of the mistake. Each claim is therefore considered on its merits.

21. Discrimination

21.1 CAAi Training Equal Opportunities Policy

CAAi Training department is committed to the elimination of unlawful discrimination and to the promotion of equality of opportunity to learners and prospective learners, across its many functions including:

- Recruitment and selection
- Induction and management of learning
- Delivery programmes
- Assessment and review
- Achievement and progression
- Monitoring and review
- Learning and quality assurance

The aim of this policy is to ensure that all learners and prospective learners are treated equally, fairly and with the highest level of customer service, irrespective of race, colour, nationality, ethnic origin, educational achievement, gender, sexual orientation, marital or parental status, age, disability, political or religious belief.

This Equal Opportunities Policy operates within the legal framework of various pieces of legislation including the Equality Act 2010 and regulations made under it.

Learners and staff are expected to respect these policy and practices in their dealings with all members of CAAi and to behave in a way which reflects and appreciates the diversity of CAAi.

CAAi is committed to a continual programme of action to make these policies and practices effective. Breaches of this policy by staff or learners will be fairly investigated and, where appropriate, action will be taken.

All equal opportunities procedures will be fair, consistent and monitored.

21.2 Discrimination or harassment complaints

Any learner who alleges that he or she has been the subject of discrimination or harassment has recourse to the CAAi training complaints policy and procedures.

21.3 Company responsibility

CAAi Training regularly monitors, assesses and reviews the effectiveness of its Equal Opportunities policy and procedures. All its function relating to learners (such as mentioned above) continue to be monitored and reviewed. As such this policy will continue to be monitored and reassessed regularly to ensure compliance with relevant statutory legislation.

21.4 Measurement of policy

achievement

CAAi Training considers its Equal Opportunities policy to be essential to its high level of customer service, and in ensuring both employers and learners enjoy equality of access and provision. CAAi Training therefore undertakes the following:

1. Through its marketing materials, website and presentation CAAi Training will ensure that its commitment to Equal Opportunities is understood by its stakeholders.
2. All applicants for CAAi training courses will be offered administrative guidance and support regardless of race, colour, nationality, ethnic origin, educational achievement, gender, sexual orientation, marital or parental status, age, disability, political or religious belief.
3. Programmes of learning and assessment will be designed to promote equal access.
4. Based upon our aim to provide the most suitable delivery of training to each individual, CAAi Training may advise learners which courses and venues are the most suitable.
5. We will collect anonymous information allowing us to collate information on the age, gender, ethnicity, occupation, previous learning achievements, health/disability and progression of our learners. These will be measured against the organisation's targets of greater diversity.
6. Information gathered from learners through course reviews, learner achievements, questionnaires,

surveys etc will be anonymous and used to improve the equal opportunities policy and practice.

7. All learners will have an opportunity through the evaluation feedback form and questionnaires to express their personal views. Any anonymous views will be taken into account by the CAAi Training team and action taken where appropriate.

In summary, CAAi Training will regularly reflect upon the above statements to measure its level of customer service and set goals for continual improvement.