

Terms and Conditions

- **Part A** applies to all users (including course providers) of the **aviation training directory** Website
- **Part B** describes additional terms for course providers

Part A

1. Terms applying to all users of the aviation training directory website.

Please read these Terms and Conditions of Use ('**Terms**') carefully before using **www.aviationtrainingdirectory.com** or any of its subsidiaries mentioned in the Copyright Statement under ('**the Website**'). These Terms apply to all users of this Website including casual browsers.

In these Terms, 'we', 'us' and '**aviation training directory**' means :

Aircraft Certified Engineering
Registered under # 24472707
Dutch Chamber of Commerce (Companies House)
Rotterdam
The Netherlands

which is the owner of this Website and the **aviation training directory** trademark and brand, and 'you' means the user of this Website. We reserve the right to withdraw all or part of the Website at any time.

Training provider means the Course provider who will provide the Services to you. The courses, training or materials are provided by the Provider and not by **aviation training directory**. When you enrol on a course the **Training provider** will be the person who operates that **training** centre to which you pay your Course Fee.

By using this Website you agree to be bound by these Terms, the Privacy Statement and the Copyright Statement

You acknowledge that you are responsible for making back-up copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse.

Whilst we try to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website or any materials made available via the Website.

We cannot promise that access to the Website will be uninterrupted or error free. There may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website and the services offered via the Website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of **aviation training directory**.

You accept that you will not have a claim for breach of contract (either against us or your **Training provider**) or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

2. Exclusion of Liability

IN NO EVENT SHALL **aviation training directory** BE LIABLE FOR ANY DAMAGES (INCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES) WHATSOEVER ARISING OUT OF USE OF THE SITE EXCEPT: a) WHERE **aviation training directory** FRAUDULENTLY MISREPRESENTS ANY SUPPLY UNDER THIS CONTRACT, OR b) PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF Aviation training directory , ITS EMPLOYEES OR AGENTS. THIS SHALL BE THE CASE EVEN WHERE **aviation training directory** HAS BEEN ADVISED OF THE RISK OF DAMAGES AND/OR SUCH RISK IS REASONABLY FORESEEABLE. YOU AGREE THAT THE PRICE OF THE COURSE REFLECTS THIS LIMITATION.

The exclusions and limitations of liability contained in this section do not apply to any other losses which may not be excluded or limited by law.

Each provision of this Paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.

If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy, and shall not prevent us from exercising that right or remedy in the future.

3. Jurisdiction

These Terms are governed by and shall be construed in accordance with Dutch law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the Dutch courts.

4. Purpose of the Website

The purpose of the Website is to provide individuals and businesses with information on the range of courses, centres, products and other services offered via **aviation training directory**.

Please note that the courses advertised on this Website are provided by approved training providers, and not by **aviation training directory** itself.

5. Copyright

The materials on this Website are protected by our and by third party copyright and other intellectual property rights as described in our Copyright Statement.

6. Privacy

We treat your privacy very seriously. Please read our Privacy Statement if you would like further details about the information we collect and how it is used. By using this Website and submitting personal data you acknowledge and agree that you have understood and accept the terms of the Privacy Statement.

7. Account management

Aviation training directory reserves the right to terminate, delete, suspend, move or remove the accounts, information and content of Training providers and users. Training providers or users who infringe the Terms and Conditions may be blocked by aviation training directory by avoiding requests from certain IP addresses.

Aviation training directory reserves the right to take appropriate action and enforce the above without warning at any time. Training providers or users that violate the Terms and Conditions will be contacted at the email address they registered with. Training providers will be offered 48 hours to remove the infringing content before their accounts are frozen. At that point, the Training provider will have 7 days from the time of emailing to contact **aviation training directory** staff and request reactivation. After that period of time, the account will be permanently deleted.

Aviation training directory hold no responsibility for loss of data due to account deletion. If Training providers or users didn't register their account and their email account is being misused, they may request that the account be removed immediately. If Training providers or users have misplaced their password, they may request their password be sent to them. **Aviation training directory** will not be liable to you if it removes any content because it believes that such content breaches these Terms.

Aviation training directory shall have the right without notice to record the IP address from which any user submitted content is transmitted or communicated through this Website.

Aviation training directory may also preserve any content that you send or receive if required to do so by law or if reasonably required to ensure compliance with the Terms or to respond to third party complaints about such content.

Aviation training directory reserves the right to delete any contribution, or take action against any account, at any time, for any reason.

8. Provision of information about courses

Aviation training directory is unable to check the accuracy of information provided to it by training course providers and the price of the course booked though the site reflects this. The information about the courses (including if applicable any associated services) is provided on this site by Aviation training directory in good faith and has been provided by the course provider. BY AGREEING TO THESE TERMS, YOU AGREE THAT ANY REPRESENTATION ABOUT THE COURSES IS THE REPRESENTATION OF THE TRAINING PROVIDER AND THAT AVIATION TRAINING DIRECTORY DOES NOT ACCEPT ANY RESPONSIBILITY OR INCUR ANY LIABILITY FOR THAT INFORMATION.

The information on the site may be altered without notice at the discretion of Aviation training directory and it is your responsibility to ensure that you are using the up to date information on the site. In the event that the price or nature of the course changes after you have placed your booking then you will be given the opportunity to cancel the booking and will receive a full refund from the applicable training provider.

9. Booking procedure

Your contract will be with the course provider and you agree that, notwithstanding any contrary agreement between **Aviation training directory** and any course provider, you shall treat **Aviation training directory** as your agent in facilitating the forwarding of the booking enquiry of courses.

Bookings will be forwarded and accepted online via the web-site (except where otherwise expressly agreed by us). Upon completing the online booking form and clicking the accept button (or sending us any non-online booking), you will be deemed to have read and agreed to accept both these terms and conditions and those of the course provider which are available upon request. Any such booking is provisional and your booking is subject to confirmation by the training provider for payment by you and availability of places.

After we receive your booking, we will process your booking as quickly as we can and provide you with confirmation by email that we are doing so, within 24 hours. We are not liable for any failure to receive your booking and if you do not receive our acknowledgement of your booking within 24 hours you should contact **Aviation training directory** again.

Once the training provider has confirmed availability of the course and accepted the booking, the training provider will provide final confirmation of the booking by email.

We do not make any commitment to you that the content of the courses will meet any specific requirements that you have (except to the extent that your requirements match the course description which is on the Website and we expect you to take reasonable care to verify that the course in question will meet your needs. Further, we do not make any commitment to you that you will obtain any particular result from your receipt of the training or that you will obtain any particular qualification from your receipt of the Training.

10. Booking support

Aviation training directory will make all commercially reasonable efforts to provide support facilities by e-mail to assist you in relation to your bookings during normal office hours of 9am to 5.30pm (CET) (excluding reasonable lunch periods) Monday to Friday (excluding public holidays).

11. Your Right to Cancel the Course

Once you have booked a Course, if you decide that you wish to cancel your enrolment, you may do so directly with the training provider under their applicable terms and conditions.

12. Course enquiry procedure

your contact will be with the course provider and you agree that, notwithstanding any contrary agreement between **Aviation training directory** and any course provider, you shall treat **Aviation training directory** as your agent in facilitating the forwarding of the course enquiry.

Enquiries will be forwarded to the training provider by email. We are not liable for any failure of forwarding the enquiry to the Training provider and he reserves the right to not accept your enquiry.

If users require technical advice about a course they should always contact the applicable **Training provider** in the first instance.

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13. Performance, Cancellation, Interruption

Aviation training directory cannot guarantee the performance or quality or suitability of the course in any way whatsoever and offers no assurance of uninterrupted or error free service or the accuracy, completeness or currency of any of the courses. You agree that in the event of cancellation, interruption or inadequate or non-performance of a training course, your sole remedy lies against the provider of that course in accordance with their terms and conditions.

14. Warranties

NO WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, OF ANY KIND ARE MADE BY **Aviation training directory** RELATING TO INFORMATION ON THE WEB SITE OR THE COURSES OR SERVICES WHICH MAY BE BOOKED THROUGH THE SITE EXCEPT AS SET OUT IN THESE TERMS AND CONDITIONS. **Aviation training directory** EXPRESSLY DISCLAIMS ANY WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED) WITHOUT LIMITATION (INCLUDING THOSE OF REASONABLE SKILL AND CARE, SUITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES OR ANY NON-INFRINGEMENT OF INTELLECTUAL PROPERTY IN RELATION TO THE COURSES).

15. Training Providers terms and conditions

As part of the course booking process you deemed to have read and agreed to accept both these terms and conditions and those of the course provider.

16. Third Party Links

We may provide links to third-party websites from time to time. This may include links to sites owned by associated companies of **aviation training directory**. Any link (including without limitation any links posted by other users of the Website) are provided for your convenience only and are accessed at your own risk. We are not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites, and, unless otherwise stated are not responsible for and do not endorse or recommend any third party website or its availability or contents or any agreement or understanding you enter into with a third party through a third party website. If you choose to use any of the links provided, you should ask for access to the terms and conditions and privacy statement of the third party website. **Aviation training directory** does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you in respect of these third party websites.

17. Password

When you register at the website you will be asked to select a user name and password. As you will be responsible for all activities that occur under your user name and password, you should take care to keep your user name and password confidential. You must notify us immediately of any unauthorised use of your user name or password or if you believe that your user name or password are no longer confidential. We reserve the right to require you to alter your username and password if we believe that they are no longer secure.

The information that you provide to us when you register is subject to the **aviation training directory** Privacy Statement.

Part B

18. Training provider additional terms

Part B includes additional Terms for the Training provider but the Training provider is not excluded from Part A.

If you are Training Provider and would like to advertise on the website please read and accept these terms and conditions and complete the registration procedure. If accepted you will be entitled to:

- Entry onto the website which can include description pages, photographs, logos and links to your own website* (mailto or hyperlinks are not allowed in the course description or header)
- Upload, advertise and manage Course content
- Create company profile
- Accept or decline user bookings and enquiries

I hereby agree that Aviation training directory is completely independent and that the courses advertised on this Website are provided by approved training providers, and not by **aviation training directory** itself.

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19. Payment by the training provider of the commissions or fees

The training provider agrees to pay us the commissions or fees (including VAT where applicable) which are set out in the Media pack at the time of booking or enquiry. (Media pack is accessible as a .PDF download via <http://www.aviationtrainingdirectory.com/mediapack>)

Commissions or fees are payable via:

1. **Paypal, account name:** paypal@aviationtrainingdirectory.com
2. **Credit Card**
3. **Bank transfer (In Euro's, €) :**

Account name: Aircraft Certified Engineering
IBAN: NL26 RABO 0153 4723 08
BIC/SWIFT: RABONL2U

Bank address:
Coöp. Rabobank Rotterdam
P.O.Box 3004AA
Rotterdam, The Netherlands

Commissions and fees will be invoiced once a month.

Aviation training directory reserves the right to amend the commission percentage, but will give training providers prior notice by email, at least three working days before amendment.

20. Amendments to the Terms

We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website. If we do so, the updated version will be effective as soon as it is uploaded on to this Website. The date of the last revision to these Terms is provided at the end of the Terms. We recommend that you visit this page each time you visit the Website to ensure that you are aware of and are complying with any changes that we have made to these Terms. If you continue to use the Website you will be deemed to have accepted those changes from the point at which these changes come into effect.

All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law

21. Complaints

If, having raised the issue with us, you are still not satisfied, please contact Aircraft Certified Engineering.

22. Our Liability to You

The exclusions and limitations of liability contained in these Terms do not apply to:

- any loss or damage resulting from death or personal injury caused by our negligence;
- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

We shall not be responsible to you in the event that we cannot provide the Services to you due to an event beyond our reasonable control, which includes (but is not limited to) events such as, fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body. In the event that we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.

In no event shall we be responsible to you for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer. Further, in no event shall we be liable to you for any indirect or consequential loss that you may suffer.

Except where the above applies, our maximum aggregate liability to you for any claim that you may have against us under or in connection with the provision by us to you of the services which is not otherwise excluded in these Terms (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us and/or by **aviation training directory**) shall be limited to the amount of the course fee which has been paid or is payable by you or on your behalf. Each provision of this paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

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23. General

Subject to the terms of any agreement we conclude with you if you enrol on an **aviation training directory** advertised course, we reserve the right to withdraw all or part of the Website at any time.

These Terms are governed by and shall be construed in accordance with Dutch law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the Dutch courts.

These Terms constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services. You acknowledge that you are not relying on any statement made by us or any of our representatives with regard to the Services other than those expressly set out in these Terms. Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

The continued use of the Website following any changes to the Terms will mean that you accept such changes.