



MARCH 2009

SPECIALIST AVIATION SERVICES GROUP

STANDARD CONDITIONS FOR THE PROVISION OF TRAINING SERVICES (EXCLUDING FLYING TRAINING)

1 Introductory

- 1.1 In these Conditions “the Company” means Specialist Aviation Services and/or Police Aviation Services Limited and/or Medical Aviation Services Limited (as the case may be) and “the Customer” means any person, firm or body corporate buying or offering to buy training and associated services from the Company. Where either Specialist Aviation Services Limited or Police Aviation Services Limited or Medical Aviation Services Limited acts as sub-contractor for one of the others, the benefit of the protections provided by these Conditions shall extend to the Company as sub-contractor.
- 1.2 These Conditions apply to the sale or offer for sale by the Company of any training services (except where a separate written contract is made between the parties).
- 1.3 The Company contracts on the terms contained in these Conditions to the exclusion of all other terms, conditions, warranties and representations, including in particular any specified by the Customer in any way. No addition to or variation of these Conditions shall be binding unless accepted in writing by a director or other authorised person on behalf of the Company. In the case of any conflict between any specifically agreed terms and any of these Conditions the specifically agreed terms will prevail.

2 Acceptance and Performance of Orders

- 2.1 The Company’s price lists, estimates and quotations do not constitute offers made by the Company and in any event the Company may at its absolute discretion refuse to accept any order. The acceptance of each separate order by the Company shall constitute a separate contract.
- 2.2 The Company may suspend or cancel performance of any order accepted if:
 - 2.2.1 the Customer or any person firm or company associated with the Customer is in breach of any material contractual obligation to the Company; or

- 2.2.2 if the Customer makes any arrangement with or compounds with its creditors, has a receiver, administrative receiver or similar officer appointed, passes a resolution for, has a petition presented for or enters into administration or liquidation, commits an act of bankruptcy, ceases or threatens to cease trading, is or is deemed pursuant to any of the provisions of the Insolvency Act 1986 unable to pay its debts, or
- 2.2.3 if the Customer (being an individual) dies or if distress or execution or other process is levied or enforced upon any material part of the Customer's assets.

3 Price and Payment

- 3.1 All prices are net and subject to the addition of VAT and any similar tax or duty where applicable at the prevailing rate.
- 3.2 The Company shall be entitled to receive payment upon presentation of its invoice (or within any agreed credit period) without any deduction or set off whatsoever. The Company may at its discretion require a payment on account. Time for payment is of the essence.

4 Time for Performance

- 4.1 Any given training programme or completion date is only the Company's best estimate and is not a contractual commitment.

5 Warranties, Limitation of Liability and Indemnity

- 5.1 The Company warrants that it will perform all services with all reasonable skill, care and diligence and in accordance with all applicable regulatory requirements.
- 5.2 If the Customer makes complaint to the Company within one month of the date of delivery of the services in question and establishes to the Company's reasonable satisfaction that there was a defect in the services provided by the Company, the Company shall at its option either credit the Customer with the price paid in respect of such services or remedy the defect at its own cost.
- 5.3 All warranties, conditions and other terms implied by statute or common law are excluded from the contract to the fullest extent permitted by law.

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THIS CONDITION

- 5.4 The Company's total liability to the Customer in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise,

arising in connection with the performance of the contract shall be limited to the amount of the contract price for the services. Except as otherwise expressly provided in these Conditions, the Company shall not be liable to the Customer in any manner whatsoever (whether in the law of contract, tort or otherwise) for any loss, damage or injury whether direct, indirect, economic, consequential or of any other kind whatsoever, howsoever arising out of or in connection with the supply of any services or the expression of any advice by the Company or its employees or agents.

- 5.5 Nothing in these conditions excludes or limits the Company's liability for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.

6 Force Majeure

- 6.1 The Company shall not be liable for any delay or failure in carrying out its obligations if and to the extent that it is unable wholly or partly to carry out any of its obligations as a result of any circumstance or event beyond its reasonable control including (but not limited to) governmental and regulatory actions (including directives issued by competent aviation authorities), war or national emergency, terrorist acts, riot, civil commotion, fire, explosion, extreme weather conditions, nuclear disaster, epidemic, accident, strike, lock-out, trade dispute, labour disturbance, difficulty in obtaining labour, materials or transport, the act or omission of a third party, act of God, breakdown of machinery and power failure.

- 6.2 If the Company cannot complete any services for any such reason it shall be entitled to be paid in proportion to the amount of work completed.

- 6.3 The Company shall as soon as reasonably practicable give the Customer notice of any delay or anticipated delay resulting from any such causes.

7 General

- 7.1 The Company may sub-contract to any properly qualified party any of its obligations, but the Customer shall not without the written consent of the Company assign any of its obligations or benefits.

- 7.2 The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer or by any delay in exercising or failure to exercise any right and no waiver by the Company of any breach shall operate as a waiver of any other or further breach.



- 7.3 All the Company's rights shall be cumulative and not alternative or exclusive of each other or any implied by law.
- 7.4 Headings are given for convenience only and shall not affect interpretation.
- 7.5 Any of these Conditions or any part thereof considered by any court or other competent authority to be unenforceable shall be considered severable so as not in any way to affect the remainder of these Conditions.
- 7.6 These Conditions and any agreement between the Customer and the Company to which these Conditions apply shall be governed by and construed in accordance with English law. The parties agree that the English courts shall have exclusive jurisdiction to adjudicate any dispute which arises in connection with these Conditions or any such agreement except that, as such agreement conferring jurisdiction is for the benefit of the Company only, the Company shall retain the right to bring proceedings against the Customer in any other court which has jurisdiction.

Specialist Aviation Services Limited
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Medical Aviation Services Limited
Registered No. 2028539

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