

# SWISS AVIATION TRAINING AG

## GENERAL BUSINESS TERMS AND CONDITIONS OF

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### 1 TYPE AND SCOPE OF SERVICES

- 1.1 These General Business Terms and Conditions shall apply to training courses and seminars which do not include the use of training apparatus and equipment, and to the “Fly a Simulator” programme. They shall apply solely and exclusively, unless agreed and specified otherwise in written form. The customer shall be deemed to have accepted these General Business Terms and Conditions through their registration for a course or seminar or for the “Fly a Simulator” programme. The type and scope of the services to be provided shall be as described in the relevant information brochure(s) and/or on the Swiss Aviation Training website.
- 1.2 Individual courses at the customer’s request shall be offered in written form. For such courses, too, the present General Business Terms and Conditions shall apply, and shall be deemed accepted by the customer through their acceptance of the offer submitted.

### 2 UTILISATION OF SERVICES

- 2.1 All course registrations shall be effected in writing (which shall include e-mail). Course places may also be provisionally reserved by phone. Such places will be held for a one-week period. If no written or e-mail registration is received within this time, the provisional reservation will automatically lapse.
- 2.2 Registrations for courses or seminars may be cancelled free of charge up to 60 days prior to the commencement of the course or seminar concerned. Cancellations after this date will be subject to a cancellation fee amounting to 50% of the course or seminar fee. Cancellations made within seven days of the commencement of the course or seminar concerned will be subject to a cancellation fee amounting to the full course or seminar fee. The full fee shall also be forfeited in the event of non-appearance without prior cancellation. Should the cancellation of a firm registration be accompanied by the registration of a further individual to take the original participant’s place on the course or seminar concerned, no cancellation fee will be charged.
- 2.3 Registrations for a simulator session under the “Fly a Simulator” programme may be cancelled free of charge up to three weeks prior to the scheduled session. Cancellations after this date will be subject to a cancellation fee amounting to 50% of the session fee. Cancellations made within seven days of the scheduled session will be subject to a cancellation fee amounting to the full session fee. The full fee shall also be forfeited in the event of non-appearance without prior cancellation. Should the cancellation of a firm registration be accompanied by the registration of a further individual to take the original participant’s place for the session concerned, no cancellation fee will be charged.
- 2.4 Swiss Aviation Training reserves the right to make a copy of the official ID document provided by any “Fly a Simulator” programme participant.

### 3 CONDITIONS OF PARTICIPATION

- 3.1 The courses and seminars of Swiss Aviation Training are open to all interested parties. The “Fly a Simulator” programme is open to anyone who is aged 14 or over and has no physical affliction, disability, illness or injury which, through their activity in the flight simulator, could endanger their own life or health or could endanger the life or health of any other person.

- 3.2 Any participant who is under the influence of alcohol or drugs or has taken any medication affecting their consciousness or awareness will be prohibited from attending the course, seminar or simulator session for which they have registered. In such an event, the individual concerned shall also forfeit any entitlement to any refund of any part of their course, seminar or simulator session fee.

#### **4 LIABILITY**

- 4.1 Swiss AviationTraining's liability shall not extend beyond that specified by compelling law.
- 4.2 Insurance coverage is the responsibility of the participant, who may be held liable for any damage they cause to Swiss AviationTraining property and/or any harm they cause to its personnel.

#### **5 COPYRIGHT**

- 5.1 All copyrights and utilisation rights attached to all course documentation shall remain the property of Swiss AviationTraining at all times. Participation in a Swiss AviationTraining course, seminar or simulator session shall not entitle the customer to any rights to the course materials used. The photocopying, marketing or further commercial use of such materials is prohibited.

#### **6 OBSERVANCE OF INSTRUCTIONS**

- 6.1 All instructions issued by Swiss AviationTraining personnel shall be followed at all times. All house rules of Swiss AviationTraining shall also be observed. Any violation of these requirements may – in serious cases – result in expulsion from the course or seminar or premature termination of the simulator session. In such an event, the individual concerned shall also forfeit any entitlement to any refund of any part of their course, seminar or simulator session fee.

#### **7 CHANGES OF DATE OR TIME**

- 7.1 Swiss AviationTraining reserves the right to change the date(s) and/or time(s) of any course, seminar or simulator session, or to cancel the event completely, any time up to two weeks before commencement of the course or seminar or the scheduled session date. Neither the customer nor Swiss AviationTraining may be held liable for any delay or postponement of an event which is wholly or partially attributable to force majeure.

#### **8 FEES**

- 8.1 All the fees for all the services offered are fixed, and are as shown in the latest fee information. The fees payable for individually-agreed services shall be as stated in the corresponding offer. All prices are stated exclusive of value-added tax.
- 8.2 All invoices are payable in full within five days of utilisation of the service concerned.

#### **9 PLACE OF JURISDICTION, APPLICABLE LAW AND INTERPRETATION**

- 9.1 These General Business Terms and Conditions are subject to Swiss law. The place of jurisdiction shall be Bülach, Switzerland.
- 9.2 The German version of these General Business Terms and Conditions prevails over this translated version.

**Swiss AviationTraining Ltd**, Balz-Zimmermannstrasse 38, CH-8058 Zürich-Airport  
Zurich, 19 May 2011