

## Terms and conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on +44(0)1634 200203.

### Application

1. These Terms and Conditions will apply to the purchase by you of Seminars and or Courses referred to hereafter as the Services. We are The General Aviation Safety Council (GASCo) a company registered in England and Wales under number 4425086 whose registered office is at Rochester City Airport, Maidstone Road, Chatham, Kent, ME5 9SD with email address [events@gasco.org.uk](mailto:events@gasco.org.uk); telephone number 01634 200203.
2. The General Aviation Safety Council (GASCo) is a registered charity registered with the Charity Commission of England and Wales under number 1094175.
3. These are the terms on which we sell all Services to you. By ordering any of our Seminars or Courses, you agree to be bound by these Terms and Conditions. You can only purchase these Services from the Website if you are eligible to enter into a contract and are at least 18 years old.

### Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
6. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
7. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
8. **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
10. **Services** means the services advertised on the Website, of the number and description set out in the Order;
11. **Website** means our website [www.gasco.org.uk](http://www.gasco.org.uk) and booking portal [gasco.w4x4.com](http://gasco.w4x4.com) on which the Services are advertised.

## Services

12. The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the detail of the courses and seminars supplied.
13. All Services which appear on the Website are subject to availability.
14. We can make changes to the Services which are necessary to comply with any applicable law, safety requirement and to keep the educational material up-to-date in accordance with best practice. We will notify you by email notification of any major changes to the course or seminars for which you have booked e.g. significant changes to the syllabus. Minor changes will be notified by amendment to the course documents uploaded on the website. Minor changes include but are not limited to a change of presenter(s) or changes of programme timings during the day that do not affect the start or stop timings of the event.

## Personal information, Data Protection and Registration

15. When registering to use the Website you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret.
16. We retain and use all information strictly under the Privacy Policy.
17. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.
18. We will not pass on your personal information to third parties who are not concerned with the service being provided. We may pass on details such as your name to those organizations providing the whole or part of the requested services in connection with a GASCo event and which have a legitimate interest in acquiring the information, for example, for access to premises and compliance with security and for similar reasons where the information is essential in order to provide the requested service.
19. In the case of the Airspace Infringements Awareness Course, we will confirm your eligibility to attend the course with the Civil Aviation Authority and notify them after the event of successful or unsuccessful completion of the course.

## Basis of Sale

20. The description of the Services in our website, newsletter or magazine does not constitute a contractual offer to sell the Services. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
21. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
22. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (**Booking Confirmation**). You must ensure that the Booking Confirmation is

complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Booking Confirmation). You will receive the Booking Confirmation within a reasonable time after making the Contract, but in any event not later than one week before performance begins of any of the Services.

23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of seven days from its date, unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the General Aviation Safety Council in writing.
25. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

### **Fees and Payment**

26. The fees (**Fees**) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
27. Fees and charges include VAT, where payable, at the rate applicable at the time of the Order.
28. You must pay for the Services when your Booking Request has been acknowledged. On receipt of your payment by credit card, debit card, PayPal or BACS Order before delivery of the Services. Your Order will be confirmed by email (Booking Confirmation).

### **Delivery**

29. We will deliver the Services, at the notified venue at the time published in the description of the Course or Seminar.
30. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.
31. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

### **Withdrawal and cancellation**

32. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

33. You can cancel the Contract except for any Goods which are made to your special requirements by telling us no later than 14 days after the Contract was made, if you simply wish to change your mind and without giving us a reason, and without liability. Then we must without delay refund to you the price for those Services which have been paid for in advance, but we can retain any third party booking fee that has been incurred by us together with bank charges that we cannot recover. This does not affect your rights when the reason for the cancellation is any defect in the Service being provided.
34. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below.

#### Right to cancel

35. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days without giving any reason.
36. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (e.g. a letter sent by post, fax or email). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.
37. You submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Contract to us at <mailto:events@gasco.org.uk>. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation by email without delay.
38. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### Commencement of Services in the cancellation period

39. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

#### Effects of cancellation in the cancellation period

40. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, except for the cost of food and accommodation which we have ordered on your behalf and which form a binding contract between The General Aviation Safety Council and a third party supplier normally the provider of the conference facility being used for the seminar or course. In the event that your place on the seminar or course can be resold, then we will reimburse to you all payments less the supplementary costs arising from the third party booking fee and bank charges.

#### Payment for Services commenced during the cancellation period

41. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay the full amount for the supply of the service for day on which it is supplied.

### Timing of reimbursement

42. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.
43. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
44. For the purposes of these Cancellation Rights, these words have the following meanings:
  - a. **distance contract** means a contract concluded between a supplier and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the supplier and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
  - b. **sales contract** means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

### Conformity

45. We have a legal duty to supply the Services in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
46. Upon delivery, the Services will:
  - a. be of satisfactory quality;
  - b. be reasonably fit for any particular purpose for which you buy the Service which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
  - c. conform to their description.
47. It is not a failure to conform if the failure has its origin in your intellectual property.
48. We will supply the Services with reasonable skill and care.
49. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

### Duration, termination and suspension

50. The Contract continues as long as it takes us to perform the Services.

51. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:

- a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
- b. is subject to any step towards its bankruptcy or liquidation.

52. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

### **Successors and our sub-contractors**

53. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

### **Circumstances beyond the control of either party**

54. In the event of any failure by a party because of something beyond its reasonable control:

- a. the party will advise the other party as soon as reasonably practicable; and
- b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

### **Excluding liability**

55. The Supplier does not exclude liability for:

- a. (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations.
- b. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

### **Governing law, jurisdiction and complaints**

56. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

57. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

58. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 working days.

### **Attribution**

59. These terms and conditions were created using a document from Rocket Lawyer UK, 35-47 Bethnal Green Road, London E1 6LA

60. Cancellation Form

To:

The General Aviation Safety Council (GASCo)  
Rochester City Airport  
Maidstone Road, Chatham  
Kent  
ME5 9SD

Email address: [events@gasco.org.uk](mailto:events@gasco.org.uk)

Telephone number: 01634 200203

I/We[\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale for the supply of the following course or seminar:

Ordered on \_\_\_\_\_ (date booking confirmed)

Name of delegate(s): \_\_\_\_\_

Address of delegate(s): \_\_\_\_\_

Signature of delegate(s) (only if this form is notified on paper)

Date \_\_\_\_\_

\* Please delete as appropriate