

## TERMS AND CONDITIONS OF BUSINESS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF **CLAUSE 11 (LIMITATION OF LIABILITY)**.

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in these Terms.

#### 1.1 Definitions:

**Acceptance Date:** has the meaning given in clause [2.2](#).

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Bespoke Courses:** bespoke training courses which are designed by LRTT and customised to meet the specific requirements of the Customer.

**Charges:** the charges payable by the Customer for the supply of the Courses in accordance with clause [5](#).

**Contract:** the contract between LRTT and the Customer for the supply of Courses in accordance with these Terms.

**Courses:** the eLearning Courses, Bespoke Courses, Practical Courses, Part 66 Courses and Part 66 Examinations.

**Course Description:** the description of the relevant Course (including training and/or examination description and registration documents) as set out on LRTT's website at <https://training.resourcegroup.co.uk/> or, in respect of a Bespoke Course only, as set out in the Order.

**Customer:** the person or firm who purchases Courses from LRTT.

**eLearning Courses:** online training courses and assessments offered via LRTT's digital learning portal.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**LRTT:** LRTT Limited registered in England and Wales with company number 04633192.

**Order:** the Customer's order for Courses submitted to LRTT by the Customer.

**Part 66 Courses and Part 66 Examinations:** the courses and examinations offered by LRTT which, if successfully completed, shall entitle the Participant to apply to the relevant regulatory body for a Part 66 licence.

**Participant:** means an individual taking part in a Course.

**Practical Courses:** the in-person courses offered by LRTT from time to time.

**Terms:** these terms and conditions as amended from time to time in accordance with clause [14.5](#).

#### 1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision:

- (i) is a reference to it as it is in force as at the date of this Contract; and

- (ii) shall include all subordinate legislation made as at the date of this Contract under that legislation or legislative provision.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes email.

## 2. **BASIS OF CONTRACT**

2.1 The Order constitutes a written offer by the Customer to purchase Courses in accordance with these Terms.

2.2 The Order shall only be deemed to be accepted when LRTT confirms acceptance of the Order (whether by email or otherwise in writing) at which point, and on which date the Contract shall come into existence (**Acceptance Date**).

2.3 By entering into the Contract, the Customer acknowledges and agrees that it has read, understood and accepted these Terms, the relevant Course Description. The Contract comprises the sole and entire agreement between LRTT and the Customer.

2.4 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation given by LRTT shall not constitute an offer and is only valid for a period of 10 Business Days from its date of issue.

## 3. **SUPPLY OF COURSES**

3.1 LRTT shall supply the Courses to the Customer in accordance with the relevant Course Descriptions in all material respects.

3.2 LRTT shall use all reasonable endeavours to provide the Courses on the dates stipulated to the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Courses.

3.3 LRTT reserves the right to amend the Course Descriptions if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Courses.

3.4 LRTT warrants to the Customer that the Courses will be provided using reasonable care and skill.

3.5 Where LRTT has declared any of the Courses to be subject to a minimum number of participants and the minimum number of participants is not reached, LRTT will notify the Customer at least 2 weeks before the start date of the Courses and at its sole discretion may offer an alternative date or a refund of any Charges paid.

## 4. **CUSTOMER'S OBLIGATIONS**

4.1 The Customer shall:

4.1.1 ensure that all Participants comply with any requirements for participation (as set out in the Course Description);

4.1.2 ensure that all Participants comply with all relevant safety and accident prevention rules applicable to the Course or the location at which the Course is provided;

4.1.3 provide LRTT with such information and materials as LRTT may reasonably require in order to supply the Courses, and ensure that such information is complete and accurate in all material respects;

4.1.4 obtain and maintain all necessary qualifications, permissions and consents which may be required for the Courses before the date on which the Courses are to start; and

4.1.5 comply with any additional obligations as set out in the Course Description.

## 5. CHARGES AND PAYMENT

- 5.1 The Charges for the Courses shall be set out in the relevant Course Description.
- 5.2 The Customer shall be responsible for its own expenses, including travel.
- 5.3 The Customer shall make full payment of the Charges at the time of the Order unless otherwise set out in the Order in which case the Customer shall pay the Charges as set out in the Order. If LRTT rejects the Order it shall reimburse the Customer the full amount of the Charges.
- 5.4 Time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by LRTT to the Customer, the Customer shall pay to LRTT such additional amounts in respect of VAT as are chargeable on the supply of the Courses at the same time as payment is due for the supply of the Courses.
- 5.6 If the Customer fails to make a payment due to LRTT under the Contract by the due date, then, without limiting LRTT's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 5.7 All amounts due under the Contract shall be paid in GBP (unless otherwise stated in the Order) and in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 6. REDEMPTION, CANCELLATION AND POSTPONMENT

- 6.1 Upon purchase of the Courses, LRTT will send details of such Courses in writing to the Customer and relevant Participants, including instructions on how to access the Courses.
- 6.2 The Customer shall be entitled to cancel any Course and receive a full refund within 14 days from the Acceptance Date, other than in respect of any Course which a Participant has accessed during that 14-day period or any instructor-led Course which commences during that 14-day period.
- 6.3 For instructor-led Part-66 Courses, the Customer shall be entitled to postpone the Course on one occasion. If future postponements are required, this will constitute a cancellation in accordance with clause 6.2.

## 7. eLEARNING COURSES

- 7.1 The Participant must complete the eLearning Courses and the end-of-course assessments within the duration specified in the Order.
- 7.2 Following successful completion of the eLearning Courses and end-of course assessments, the Participant will receive their results and completion certificate automatically through the LMS.

## 8. PART 66 COURSES AND EXAMINATIONS

- 8.1 LRTT offers instructor-led and self-study options for the Part 66 Courses.
- 8.2 In the case of instructor-led Part 66 Courses, the Participant nominated by the Customer will be automatically enrolled onto the Part 66 Examinations. The cost of completing one Part 66 Examination is included in the Charges.
- 8.3 In the case of self-study Part 66 Courses, the Part 66 Examinations are not included and the Customer or Participant must purchase these separately.
- 8.4 For self-study Part 66 Courses, the Participant will only have access to the courseware for a specified period after first accessing the Course (the **Subscription Period**). If purchasing individual modules, the Subscription Period shall be 3 months. If purchasing Course bundles, the Customer will be required to select the Subscription Period at the time of Order. Whilst Participants on the self-study Part 66 Courses shall not be required to complete Part 66 Examinations during the Subscription Period, completing the Part 66 Examinations after the Subscription Period will mean doing so without access to the courseware.

- 8.5 LRTT warrants that, where applicable, Part 66 Courses and Part 66 Examinations are approved by the Civil Aviation Authority (**CAA**) or the European Union Aviation Safety Agency (**EASA**) and delivered in accordance with CAA or EASA regulations. In the event that LRTT breaches this warranty which causes the Participant's Part 66 licence to be revoked, the Customer's sole and exclusive remedy for such breach shall be (at the option of LRTT) either (i) for LRTT to re-provide the Courses in a manner which complies with CAA or EASA regulations to the Participant at no additional cost to the Customer or (ii) refund the Charges.
- 8.6 All Part 66 Examinations shall be undertaken in accordance with the process and rules set out from time to time by LRTT.
- 8.7 The Participant will receive their Part 66 Examination results and, if successful, certificates within 60 days of the date of the Part 66 Examination. , assuming LRTT have received the necessary customer information and payment for the Course. Due to operational circumstances, LRTT reserve the right to increase the 60-day timeframe as required.
- 8.8 It is the Customer's obligation to ensure they follow the 90-day/12-month stand down rules, in accordance with the CAA and EASA regulations.
- 8.9 The Customer may cancel a Part 66 Examination at any time prior to the date of the Part 66 Examination, however if the Customer requests to cancel a Part 66 Examination within 10 full Business Days of the examination, they will forfeit their examination fee. No amendments and new examination bookings can be made within 10-Business Days prior to the examination. The Customer shall not be entitled to appeal any results of Part 66 Examinations.
9. **INTELLECTUAL PROPERTY RIGHTS**
- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Courses (other than Intellectual Property Rights in any materials provided by the Customer and already owned by the Customer) shall be owned by LRTT.
- 9.2 LRTT grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to access any learning materials for the purpose of receiving and using the Courses only.
- 9.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2.
10. **DATA PROTECTION**
- 10.1 Each party agrees that, in the performance of its respective obligations under the Contract, it will comply with the provisions of UK GDPR, together with the Data Protection Act 2018 and any other law applicable to the protection of personal data in effect from time to time (together, **Data Protection Legislation**), in each case to the extent it applies to each of them.
- 10.2 The parties acknowledge that LRTT is a data controller of data of a Participant for the purposes of the Data Protection Legislation.
11. **LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 11.1 References to liability in this clause **11** include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in this clause **11** shall limit the Customer's payment obligations under the Contract.
- 11.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 11.3.1 death or personal injury caused by negligence;
  - 11.3.2 fraud or fraudulent misrepresentation; and
  - 11.3.3 breach of the terms implied by section 2 of the Supply of Goods and Courses Act 1982 (title and quiet possession).
- 11.4 Subject to clause **11.3**, LRTT's total liability to the Customer in respect of the Contract shall not exceed the Charges paid by the Customer to LRTT under the Contract.
- 11.5 Subject clause **11.2** and clause **11.3**, LRTT shall have no liability to the Customer for:

- 11.5.1 loss of profits.
  - 11.5.2 loss of sales or business.
  - 11.5.3 loss of agreements or contracts.
  - 11.5.4 loss of anticipated savings.
  - 11.5.5 loss of use or corruption of software, data or information.
  - 11.5.6 loss of or damage to goodwill; or
  - 11.5.7 indirect or consequential loss.
- 11.6 LRTT has given commitments as to compliance of the Courses with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Courses Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.7 Unless the Customer notifies LRTT that it intends to make a claim in respect of an event within the notice period, LRTT shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.8 This clause 11 shall survive termination of the Contract.
12. **TERMINATION**
- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
  - 12.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 12.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 12.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2 Without affecting any other right or remedy available to it, LRTT may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 12.3 Without affecting any other right or remedy available to it, LRTT may suspend the supply of Courses under the Contract or any other contract between the Customer and LRTT if:
- 12.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
  - 12.3.2 the Customer becomes subject to any of the events listed in clause 12.1.3 or clause 12.1.4, or LRTT reasonably believes that the Customer is about to become subject to any of them; and
  - 12.3.3 LRTT reasonably believes that the Customer is about to become subject to any of the events listed in clause 12.1.2.

13. **CONSEQUENCES OF TERMINATION**

13.1 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

14. **GENERAL**

14.1 **Force majeure.** LRTT shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.2 **Assignment and other dealings.**

14.2.1 LRTT may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

14.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of LRTT.

14.3 **Confidentiality.**

14.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.3.2.

14.3.2 Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.4 **Entire agreement.**

14.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.4.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

14.5 **Variation.** Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any

further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 14.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.8 **Notices.**

14.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the address specified below:

(i) in the case of LRTT: [info@resourcegroup.co.uk](mailto:info@resourcegroup.co.uk)

(ii) in the case of the Customer, as set out in the Order.

14.8.2 Any notice shall be deemed to have been received

(i) at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.8, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.8.3 This clause 14.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.9 **Third party rights.**

14.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

14.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.