# TURNPOINT

#### TurnPoint Ltd Training Courses – Terms and Conditions

#### Fees

If an online payment has not been made an invoice has been issued, TurnPoint Ltd requests this to be paid within 28 days of the date of the invoice for training courses which are at least one month away. For courses happening within a month, the invoice must be settled no later than one week before the training course is due to take place.

#### Cancellations/Refunds

Cancellations of training courses is subject to a 25% administration fee where the cancellation is made more than one calendar month before the date of the training course. For further information, refer to the table below.

Notice given by delegate (prior to course date)	Applicable fee / procedure
More than one calendar month	Delegates may transfer free of charge to any other equivalent price or cheaper course (balance to pay for more expensive course). For cancellations, an administration fee of 25% of the course fee per delegate will be charged.
Between one calendar month and two weeks	Delegates may transfer free of charge to any other equivalent price or cheaper course (balance to pay for more expensive course). For cancellations, an administration fee of 50% of the course fee per delegate will be charged.
Between one week and two weeks	Delegates can transfer to any another course for £100 (plus VAT) per delegate, plus any difference in course fees where the new course is more expensive. No refund is payable for cancellation.
Between one week and 24 hours	Delegates are entitled to receive a 50% discount on any other training course held within one year from the date of the cancelled course. The new course must be booked within one calendar month of cancellation. No refund is payable.
Between 24 hours and start time of course	No refund. No discounts. No transfers permitted.

#### Cancellations by the Delegate / Refunds

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#### Discounts

Multiple delegate booking discounts apply to delegates booked at the same time, on the same course or same combination of courses, and from the same organisation, and may not be used in conjunction with any other discount or offer.

Discount given on Multiple delegate booking rates needs to be pre-agreed with TurnPoint Ltd. Please contact us on hello@turnpoint to discuss discount options.

Where a delegate transfers his/her booking to another course, the delegate will not be entitled to any refund where he/she cancels attendance at that other course. Only one transfer is permitted per course per delegate – the fee will be charged as above.

#### Late Payments

TurnPoint Ltd reserves the right to charge late payment interest on any outstanding invoice at the rate of 5% above the base rate of Santander UK.

### Alterations / Cancellations of Courses by TurnPoint Ltd

It may be necessary for TurnPoint to change the content and timing of a course, the trainer, the date or the venue. In the unlikely event of the course being cancelled by TurnPoint, a full refund will be made unless the delegate transfers his or her booking to an alternative date for the course. For all bookings, the liability of TurnPoint Ltd shall be limited to the amount of the fee actually paid to TurnPoint Ltd by the delegate. For this reason delegates are encouraged to not to book travel or accommodation more than two weeks prior to any course date.

#### **Registration Information**

Registration information, including directions to the venue and timings, will be sent to the delegate by email at least 7 days prior to the event. TurnPoint will not be responsible for the non arrival of registration information. Any delegate not receiving the registration information by 7 days prior to the event should contact us on hello@turnpoint.aero

#### Health and Safety

Delegate Health and Safety is our number one priority. Some of the courses run by Turnpoint Ltd involve the use of flight training simulators. Whilst modern flight simulators are extremely safe, a degree of physical mobility is required, and delegates should be in good health. The delegates take part in the course at their own risk.

Please check with us at the time of booking if you have any concerns. All participants must:

- Be in good health and free from any conditions that could be aggravated by the simulator
- Be dressed appropriately
- Not be under the influence of drugs and alcohol

You **must** declare any health condition which may affect your ability to participate in any simulator session. Conditions include (but are not limited to): Heart and lung conditions including recent heart attack, surgery and high blood pressure, neurological conditions including epilepsy, seizures or fits, fainting or dizziness, inner ear conditions, motion sickness, recent surgery, spine and neck conditions, reduced mobility, anxiety or panic attacks. Expectant mothers should not participate in full motion simulator details. If you have any questions or are unsure about a condition you may have please



contact us at <u>hello@turnpoint.aero</u> for advice. Written medical clearance from your doctor may be required.

If you have any health or accessibility requirements you **must discuss and agree these with us** at least 7 days prior to the course commencement date.

Turnpoint Ltd reserves the right to refuse delegate access to a flight simulator session.

#### Food and drink

For catered events please advise Turnpoint Ltd of any food allergies.

#### General disclaimer

Turnpoint Ltd will take every precaution to ensure your time with us is as safe and secure as possible, however Turnpoint Ltd assumes no responsibility or liability for any loss or damage (including, without limitation, damage for loss of business or loss of profits) suffered by any person as a result of the use, misuse or reliance on the information and content provided on Turnpoint Ltd courses. Turnpoint Limited operates highly sophisticated flight simulators. You may be held responsible for any damage caused by the use of excessive or inappropriate force or disobeying instructions or guidelines when operating the equipment.

The delegate acknowledges that the simulation activities carry an inherent risk and hazards and as a consequence personal injury and sometimes death can occur and the delegate assumes and accepts all such risks and hereby waives the right to sue TurnPoint Ltd, it's Directors and Employees for any personal injury or death in any way whatsoever caused by or relating to the delegate's participation in such activities.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission

The delegate agrees to pay the cost of and authorises TurnPoint Ltd to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal injury.

Delegates agree they are in good health and free from any adverse medical conditions. For safety reasons, pregnant women, delegates with pre-existing health issues or wearing casts are not permitted to use the simulator. If in doubt, please seek medical advice.

The Delegate must comply with all signs or other directions of the Training Facility used or its staff. TurnPoint may suspend or cancel the delegate's access to simulation activities at the venue in its absolute discretion for non-compliance with these conditions, or for reckless or careless conduct.

Turnpoint Ltd reserves the right to change the terms and conditions without notice and changes are effective immediately.