

## **3iC Ltd General Terms and Conditions, Delivery Policy and Refund Policy**

### **General**

These General Terms and Conditions apply to all services provided by 3iC Ltd (to be known as 3iC). Customers' own General Terms and Conditions are not applicable. Deviations from these General Terms and Conditions must be agreed upon in writing to be effective. 3iC operate within guidelines set by the CAA and are subject to change.

By purchasing a course, the customer is agreeing to receiving marketing information from 3iC on similar or relevant products which may be of interest to the customer. The customer may choose to opt-out of receiving additional information, by contacting [admin@3ic.co.uk](mailto:admin@3ic.co.uk).

### **Conclusion of Contract**

In the case of individuals attending online courses, the acceptance of contract is affected by paying the applicable course fee in full.

Unless otherwise agreed with 3iC in writing, course fees are required to be paid in full prior to the start of the course. Failure to pay will delay registration onto the course.

After payment has been received by 3iC, the customer will receive an email of confirmation containing payment confirmation, course login details and further information.

### **Course Delivery**

Upon receipt of the course payment in full, the customer will be enrolled onto the online Learning Management System by 3iC. Course login credentials will be emailed to the customer by the end of the next working day.

### **Course Completion Time Limits**

Candidates (who have purchased their course after 01/12/2020) will have 6 months to successfully complete their course. Where this does not happen, a further administrative charge may apply.

### **Termination of the Contract by Customer**

Depending on the course in question, the customer may apply to terminate the contract in writing to 3iC by emailing [admin@3ic.co.uk](mailto:admin@3ic.co.uk). In case of such termination, 3iC may, at its discretion, charge cancellation fees. A note to potential purchasers: EU residents have a right at law to withdraw from a purchase of digital content, without giving any reason, for a period of 14 days after that purchase. If you continue to purchase, you are expressly consenting to waive your right to withdraw from this purchase and acknowledge that by giving this consent you will lose this right after downloading the course content.

Each termination request will be reviewed by the Training Manager and taken on a case by case basis. The amount of refund may depend on the stage of the customer's progression through the selected course.

Any costs incurred by 3iC in preparation of the agreed service will be charged to the customer; this will be limited to a maximum of the contract price less any applicable cancellation fee.

## **Appeals**

Appeals against the Training Manager's decision will on application be escalated to the Director of Training.

## **Delay to the Course**

If, due to force majeure or other reasons beyond 3iC's reasonable control, the course cannot be performed at the agreed date, or only be performed with unreasonable economic effort, the course will be performed on the next possible date agreed.

The customer may apply to terminate the contract without any cancellation charge if, in agreement with 3iC, the course cannot be completed. In the case of such termination, any fees or part thereof, paid by the customer, in agreement with 3iC, will be refunded. Any other claims shall be excluded.

## **Termination of Contract by 3iC**

In the case where 3iC has declared a specific training programme which is subject to a minimum number of participants, 3iC may terminate the contract if such minimum number is not reached.

In such cases, the customer will be notified a week before the course start date at the latest. Any training fees paid by the customer will be refunded or carried across to a further course. Any other claims will be excluded.

The same will apply in cases where the training cannot be performed due to force majeure or other reasons for which 3iC is not responsible. Notification will be made without undue delay.

## **Performance**

Training will take place at selected training premises in the UK or at the customer premises where agreed by 3iC.

Daily schedules of training will correspond with the customary working hours of 3iC unless otherwise agreed upon in writing. 3iC is responsible for performing the training. 3iC reserves the right to use duly qualified third parties. In all circumstances, certification will be effected by 3iC.

Where successful completion of the training requires a test or examination, this will be performed in accordance with the applicable 3iC rules. By purchasing a course, it shall be accepted by students that all Online Invigilated Theory Tests will be recorded and kept for a maximum of 6 years, this is a requirement set by the CAA. 3iC does not warrant that the participant will reach the intended training level, nor does 3iC warrant that a participant will pass the exam.

With regards to GVC Certification, 3iC does not guarantee acceptance of the customer's application to the Civil Aviation Authority (CAA).

### **Specification of Services, Prices, Terms of Payment**

In the case of training courses, the services specified in the training description form the basis of the contract. Applicable prices for the different courses are set out on the website registration form, or written offer as applicable. Applicable value added tax, other taxes or fees for services performed will be charged to the customer. Note, should a student fail their first Theory Examination, a fee of £36 will be charged for a 2<sup>nd</sup> or subsequent Theory Examinations, to be paid by the student before the 2<sup>nd</sup> or subsequent Examination takes place.