



ARC AERIAL IMAGING 'DRONE AERIAL IMAGING MASTERCLASS FOR MAPPING, SURVEYING AND PHOTOGRAMMETRY COURSE'

TERMS & CONDITIONS

Please read these Terms carefully before purchasing a course. By ordering a Course, you are confirming your agreement to be bound by these Terms.

www.arcaerialimaging.com is operated by ARC Aerial Imaging Ltd. Our registered office is located at 87 Hummershill Lane, Marske-By-The-Sea, Redcar, Cleveland, TS11 7DJ.

Definitions

- 1.1. - "ARC Aerial Imaging" means ARC Aerial Imaging Ltd with company number 09397710 and registered office at 87 Hummershill Lane, Marske-By-The-Sea, Redcar, Cleveland, TS11 7DJ.
- 1.2. - "Brochure" means any online or hard copy document that is produced by ARC Aerial Imaging Ltd to provide detailed information with respect to the Course these Terms cover;
- 1.3. - "Classroom Course" means a classroom-based course and the Course Materials to be provided by ARC Aerial Imaging Ltd if applicable;
- 1.4. - "Virtual/Video Conference Course" means a course that is instructed remotely via online video-conferencing means and the Course Materials to be provided by ARC Aerial Imaging Ltd if applicable;
- 1.5. - "Course" means a Classroom Course which is purchased by you;
- 1.6. - "Fee" means the fee payable for the Course and/or Course Materials and shall exclude any VAT payable and excludes Additional Charges;
- 1.7. - "Course Materials" means, but is not limited to, course handouts/aide memoirs, procedural know-hows, working documents, archive aerial imaging, processed geospatial datasets and study texts;
- 1.8. - "Terms" or means these Terms and Conditions;
- 1.9. - "Website" means and "you" means the individual purchasing the Course.

Ordering Procedure

- 2.1. - Unless otherwise agreed with ARC Aerial Imaging in writing, all course bookings will be made via the website.
- 2.2. - When you place an order for a Course you are offering to purchase that Course on these Terms. ARC Aerial Imaging Ltd reserves the right to decline or cancel your order, or any part of your order.
- 2.3. - Following receipt by ARC Aerial Imaging of your order for a Course and, where applicable, payment of the Fee you will receive an email confirming that your order has been received by ARC Aerial Imaging Ltd. Your order will be subject to acceptance by ARC Aerial Imaging Ltd your offer to purchase in accordance with Clause 2.5 below.
- 2.4. - A legally binding agreement shall not come into existence until ARC Aerial Imaging Ltd has accepted your offer to purchase a Course by:
 - a) sending you an order acceptance confirmation email or written order acceptance confirmation by post, which will be effective upon sending or posting to you at the email or postal address you have provided and



- b) receiving payment for the Course in cleared funds from yourself or if applicable your employer in accordance with these Terms.

2.5. - Where your order consists of multiple Courses, each individual Course will be treated by ARC Aerial Imaging Ltd as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Courses will not be an acceptance by ARC Aerial Imaging Ltd of your offer to purchase any other Courses which make up your order.

2.6. – ARC Aerial Imaging Ltd reserves the right to withdraw at any time Courses advertised for sale on the Website and/or the Brochure.

Payment Terms

3.1. - The Fee for any Course at any given time will be displayed on the Website and the Brochure and/or will be notified to you by an ARC Aerial Imaging Ltd representative. Fees are quoted and payment shall be made in pounds sterling, including VAT (if applicable) and any Additional Charges.

3.2. - If you purchase a Course on the Website:

- a) the Fee including VAT (if applicable) and any delivery charges payable in relation to delivery of Study Materials, if applicable, will be shown via a Fee receipt and prior to the commencement of the Course and
- b) your order will be confirmed only upon receipt of the Fee in cleared funds by ARC Aerial Imaging Ltd and will be subject to acceptance of your offer to purchase by ARC Aerial Imaging Ltd in accordance with Clause 2.

3.3. - The provision of the Course is contingent upon ARC Aerial Imaging Ltd having received cleared funds from you or your employer (if you select to invoice your employer) in respect of the Fee for the relevant Course. Without prejudice to ARC Aerial Imaging Ltd's rights and remedies under these Terms, if any sum payable is not paid in cleared funds on or before the due date (being the date the Course is booked if you or your employer is responsible for paying the Fee no later than 24 hours prior to the Course start date), ARC Aerial Imaging reserves the right, forthwith and at ARC Aerial Imaging Ltd's sole discretion, to suspend the provision to you and refuse you participation to the relevant Course.

3.4. - Where you choose to invoice your employer for the payment of the Fee, the following additional terms shall apply:

- a) upon receiving your order form signed by the training manager or other individual designated by your employer, ARC Aerial Imaging Ltd will send an invoice to your employer;
- b) full payment in cleared funds of the Fee is due from your employer is due no less than 7 days before the Course start date and
- c) your employer are joint and severally liable for all unpaid invoices.

3.5. - No Course Materials will be made available online, dispatched to you by ARC Aerial Imaging Ltd or be made available for collection prior to the start of a Classroom Course.

3.6. - If attending a Virtual/Video Conference Course, relevant electronic/softcopy Course Materials will be made available and dispatched via online transfer means prior to the start of this type of course.

3.7. - ARC Aerial Imaging Ltd reserves the right to charge late payment interest on any overdue amounts, at a rate of 6% a year above the base lending rate of the Bank of England from time to time. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

3.8. - ARC Aerial Imaging Ltd reserves the right to recover any reasonable debt collection costs in connection with these Terms.

3.9. - ARC Aerial Imaging Ltd will not bear your travel or accommodation expenses.



Cancellation Rights

For consumers (people who purchases goods and services for personal use – note, if you are booking a Course, then it is assumed you are not a consumer but are a business – see below).

4.1. - There may be circumstances under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“Consumer Contracts Regulations”) when you may wish to cancel your purchase of the Course. However, your right to cancel and obtain any refund will be lost if you have given ARC Aerial Imaging Ltd express consent to supply any services during the Cancellation Period and the service has been performed. You do not have a right to change your mind once the Course has been completed, even if the cancellation period is still running. If express consent has been given but the service is only part performed, you will be liable to pay for the services actually received.

4.2. - Subject to Clause 4.1, there may be circumstances under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“Consumer Contracts Regulations”) when you may cancel your purchase of the Course within a period of 14 calendar days (“Cancellation Period”) from the date on which the contract is concluded subject to Clause 2. The following rules apply:

- a) Within the Cancellation Period, you must inform ARC Aerial Imaging Ltd of your decision to cancel by emailing.
- b) ARC Aerial Imaging Ltd reserves the right to withhold payment of part or all of your Fee refund.
- c) On cancellation you will be entitled to a refund of the Fees.

4.3. - Refunds will be made using the same method of payment as you used for the purchase and will be paid within 14 days of you informing ARC Aerial Imaging Ltd of the cancellation. The period for refund will increase to 30 days if ARC Aerial Imaging Ltd is unable to credit a UK bank account. If you have chosen to invoice your employer and at the time of cancellation the relevant invoice has not yet been paid then such invoice will be cancelled. If you have chosen to invoice your employer and at the time of cancellation the relevant invoice has already been paid by your employer, the Fees will be credited to your employer’s bank account within 14 days of cancellation (provided a UK bank account can be credited). For monetary returns a request in writing to ARC Aerial Imaging Ltd is required from your employer.

4.4. - For further details of your rights under the Consumer Contracts Regulations you can visit your local Citizens’ Advice Bureau or visit the Competition and Markets Authority website.

4.5. - Your order of a Course is personal to you and you will not be permitted to transfer your enrolment on a Course to any other student.

4.6. - ARC Aerial Imaging Ltd reserves the right to use its discretion to determine whether to make refunds and/or deferrals in exceptional circumstances which fall outside Clause 4 and Clause 5 and to charge an additional fee in any such event to cover the administration costs incurred by ARC Aerial Imaging Ltd. Any such additional fees will be communicated to you before you make your decision.

4.7. - Where you have purchased multiple Classroom Courses and you cancel or defer one or more of those Classroom Courses, each Classroom Course which you cancel or defer will be treated separately and the relevant cancellation and deferral terms and administration costs set out in this Clause 4 will apply to each cancellation or deferral.

For businesses

4.8. - Subject to these Terms, you may cancel the Course by giving written notice to ARC Aerial Imaging Ltd using the email address and ARC Aerial Imaging Ltd reserves the right to charge you a cancellation fee. ARC Aerial Imaging Ltd policy for such cancellations is set out below:

Full days between receipt of cancellation notice and course start	Cancellation fee as percentage of the contract price
0 - 14	50%
15 - 28	25%



28 and more	None
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4.9. - Any costs incurred by ARC Aerial Imaging Ltd in preparation of the agreed service will be charged to you but will be limited to a maximum of the Fee, less any applicable cancellation fee.

ARC Aerial Imaging Ltd cancellation

4.10. – If

- (a) ARC Aerial Imaging declares that a Course is subject to a minimum number of participants and that minimum number of participants is not reached or
- (b) payment fee has not been received in full by no later than 24 hours prior to the start of the agreed Course date or
- (c) a Course cannot be performed due to force majeure or other reasons beyond ARC Aerial Imaging Ltd reasonable control, then ARC Aerial Imaging Ltd may cancel the Course.
- (d) a provisional Course booking, either by an individual or group, is received but is of a 'conflict of interest' (e.g. - delegates either directly employed and/or are representative(s) of a third-party engaged in delivering similarly-related training services). Should a Course fee be received and prior to cancellation by ARC Aerial Imaging Ltd on this basis. refunds will be in accordance to Clause 4.11 (b)

4.11. – If

- (a) In the situations set out in Clause 4.10 (a, b and c), ARC Aerial Imaging Ltd will use its endeavours to notify you about the cancellation at least one week before the Course start date. Any Fees paid will be refunded and in full. Any other claims by you will be excluded.
- (b) In the case of Clause 4.10 (d), ARC Aerial Imaging Ltd will use its endeavours to notify you about the cancellation at least 24 hours before the Course start date. Any Fees paid will be refunded and in full. Any other claims by you will be excluded.

Deferment and Delay

5.1. - If, due to force majeure or other reasons beyond ARC Aerial Imaging Ltd's reasonable control (Including where the instructor is ill), the Course cannot be performed at the agreed date, or could only be performed with unreasonable economic effort, then the Course will be performed on the next possible date agreed.

Courses

6.1. - Please see the description of the Course on the Website and/or in the Brochure for details of the contents of the available Courses.

6.2. - Except as set out in the description of the Course on the Website and/or in the Brochure, no additional Course Materials and/or tuition (either online, face to face or classroom) will be provided by ARC Aerial Imaging Ltd.

6.3. - You are reminded that before attending a Course you must already be a CAA-registered commercial drone operator and in current possession of a 'Permission for Commercial Operations (PFCO)' or a 'General Visual Line of Sight Certificate' (GVC) with your name/relevant business details annotated, appropriate equipment and third-party public liability insurance in place. ARC Aerial Imaging Ltd shall not be liable for any loss or damage to owned and provided equipment or injury caused to any third parties during or after this course.

6.4. - You acknowledge that ARC Aerial Imaging Ltd operates a zero tolerance policy in relation to inappropriate behaviour of students. In particular abusive or violent behaviour directed at ARC Aerial Imaging Ltd's staff or other students and unfair or dishonest practices will not be tolerated under any circumstances. ARC Aerial Imaging Ltd may at its reasonable discretion and



without liability or an obligation to refund Fees, refuse to supply any Classroom Course to any student and may refuse to admit to, and may remove from any ARC Aerial Imaging premises, any student whose participation in any Classroom Course would, in ARC Aerial Imaging Ltd reasonable opinion, be undesirable or whose behaviour ARC Aerial Imaging Ltd considers is or may be in breach of these Terms.

6.5. - You must comply with all health and safety rules and regulations and any other reasonable security requirements (including relevant safety and accident prevention rules applicable for training within ARC Aerial Imaging Ltd) that apply at the premises at which Classroom Courses are provided.

6.6. - You must only use the premises at which Classroom Courses are provided for the purposes of participating in Classroom Courses.

6.7. - Training will take place at the ARC Aerial Imaging Ltd's designated training premises, facilitated via an online video-conferencing services or at the client premises as specified. Daily schedules of training will correspond with the customary working hours of ARC Aerial Imaging Ltd unless otherwise agreed upon in writing. ARC Aerial Imaging Ltd is responsible for performing the training.

6.8. - If you require a visa to enable you to study with ARC Aerial Imaging Ltd then you are responsible for obtaining the necessary visa and for ensuring that your attendance is satisfactory to meet your visa requirements.

6.9. - You must sign an attendance register for each Classroom Course as required by the instructor.

6.10. - Your personal possessions are your sole responsibility and ARC Aerial Imaging Ltd accepts no responsibility and/or liability for anything that is lost or stolen from its venues. You are advised during a Classroom Course to keep your valuables with you at all times.

Warranties

7.1. – ARC Aerial Imaging Ltd will provide the Course Materials in accordance with the Course description that is set out on the Website.

7.2. – ARC Aerial Imaging Ltd expects you to take reasonable care to verify that the Course and Course Materials in question will meet your needs. ARC Aerial Imaging Ltd does not make any commitment to you that you will obtain any particular result from your use of the Study Materials or that you will obtain any particular qualification on completion of the Course (unless otherwise stated on the Website).

7.3. – ARC Aerial Imaging Ltd does not make any representation, guarantee or commitment to you that the Study Materials will be error free.

7.4. - All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.

Limitation of liability

8.1. - The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

8.2. - Except as set out in these Terms, ARC Aerial Imaging Ltd shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

- a) indirect or consequential losses;
- b) loss of income or revenue;
- c) loss of business;
- d) loss of anticipated savings; or
- e) loss or corruption of data.



8.3. - Save as otherwise set out in this Clause 8, ARC Aerial Imaging Ltd maximum aggregate liability to you for any claims that you may have against ARC Aerial Imaging Ltd for direct loss in contract, tort (including negligence) or otherwise arising out of or in connection with these Terms, the Course and the Course Materials and any technical support shall be limited to the amount of the Fee which has been paid, or is payable, by you or on your behalf.

8.4. – ARC Aerial Imaging Ltd will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is beyond ARC Aerial Imaging Ltd's reasonable control. This condition does not affect your statutory rights.

8.5. - Each provision in this Clause 8 shall be construed separately as between you and ARC Aerial Imaging Ltd. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

Copyright and Intellectual Property

9.1. - At all times, ARC Aerial Imaging Ltd remain the owner of the copyright and intellectual property in the Courses and the Course Materials. No Course and/or Course Materials, nor any part thereof may be reproduced, stored in a retrieval system or transmitted any form or by any means without the prior written permission of ARC Aerial Imaging Ltd.

9.2. In consideration of receipt by ARC Aerial Imaging Ltd of the Fee, ARC Aerial Imaging Ltd grants to you a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of studying for the Classroom Course.

9.3. - Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Course Materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Course Materials or create derivative works based on the whole of or any part, or which incorporate, the Course Materials into any software program.

9.4. - Use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either ARC Aerial Imaging Ltd's copyright or ARC Aerial Imaging Ltd's other intellectual property rights, and/or the copyright or other intellectual property rights of ARC Aerial Imaging Ltd's licensors (if applicable).

Data protection

10.1. – ARC Aerial Imaging Ltd will process the information it receives from you or otherwise holds about you in accordance with these Terms and the privacy policy. You consent to the use by ARC Aerial Imaging Ltd of such information in accordance with these Terms and ARC Aerial Imaging Ltd's privacy policy. ARC Aerial Imaging Ltd will use such information including but not limited to:

- a) perform its obligations and enforce its rights under these Terms;
- b) contact you by email, telephone or post to inform you about other products or services which may be of interest to you;
- c) as set out in further detail in ARC Aerial Imaging Ltd's privacy policy.

10.2. - You have the right to receive details of the personal information held by ARC Aerial Imaging Ltd. A fee of £10 will be payable. For more information, please refer to ARC Aerial Imaging Ltd's Privacy Policy.

10.3. - In the event that you do not wish to receive marketing correspondence from ARC Aerial Imaging Ltd, a written request or email should be sent to the contact details set out at the end of these Terms.



General

11.1. – ARC Aerial Imaging Ltd may update or amend these Terms from time to time to comply with law or to meet its changing business requirements without notice to you. Any updates or amendments will be posted on the Website.

11.2. - These Terms and the Website Terms of Use (if you purchase the Course via the Website) constitute the entire agreement and understanding between us and supersedes and replaces any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of these Terms.

11.3. - You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing.

11.4. - ARC Aerial Imaging Ltd may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at its discretion.

11.5. - No relaxation or delay by ARC Aerial Imaging Ltd in exercising any right or remedy under these Terms shall operate as a waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by ARC Aerial Imaging Ltd in writing.

11.6. - If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms shall remain in full force and effect.

11.7. - Any notices required to be served on you by ARC Aerial Imaging Ltd under these Terms will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by you to you, at ARC Aerial Imaging Ltd's discretion. Any notices required to be served on ARC Aerial Imaging Ltd by you will be deemed properly served if sent to the address.

11.8. - A notice delivered personally is deemed to be given on the day on which it was left at the specified address. A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by email is deemed to be given on the day it was sent.

11.9. - The agreement between you and ARC Aerial Imaging Ltd will be concluded in English only.

11.10. - The agreement between you and ARC Aerial Imaging Ltd which is compromised in these Terms is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.

11.11. - These Terms, and any other matters arising out of or in relation to these Terms, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with these Terms.