



General Terms and Conditions for Participation in Great Circle Services AG (GCS) Training Courses

1. Description

Great Circle Services AG (GCS), established in 2005, offers training to AOC Managers and has trained hundreds of senior management personnel across Europe, and from Kazakhstan and Indonesia to Egypt and Turkey.

GCS courses are available as

- in-house AOC Management Team courses with full consultancy back-up
- dedicated specialist courses for each AOC Management Team member (Accountable Manager, each Nominated Postholder), Auditor Techniques, Quality and Safety Management, Accident Investigation, and other as published on the GCS website.

GCS co-operates with partners in marketing or delivering its Training Courses.

2. Definitions

Certificate of Attendance: A certificate issued for Participants following their full attendance to a Training Course whereby Participants are not required to sit for an examination

Course Date: The date of each Training Course as advertised on the GCS website.

Course Fee: The price of participation at Training Courses, as defined on the GCS website at the time of registration. More information about current prices is available at contact@gcs-safety.com.

Administration Fee: A set fee charged by GCS for administrative services in relation to Training Courses, as applicable.

Course Materials: Any and all materials, printed or electronic, that contains the content delivered during the Training Courses.

Course Transfer: The event when a Participant who has already paid the Course Fee wishes to attend the same Training Course on another Course Date.

Course Location: GCS training facilities around the world, as defined in the course confirmation or customer on-location facility as agreed between customer and GCS in writing and advance.

Participant: A person registered for a Training Course.

Substitution: Replacement of a Participant for a training course.

Training Course: A training course offered by GCS. The list of Training Courses is available on the GCS website or on GCS Partner websites.

3. Applicability

These General Terms and Conditions shall be applicable for participation in Training Courses, at any GCS Locations or customer on-site Locations.

With respect to Training Courses provided outside GCS Locations upon request, if the provisions of the agreement concluded by and between GCS and the person or organisation



representative requesting the Training Course to be delivered outside GCS Locations ('requesting person') differs from the provisions of these General Terms and Conditions, the provisions laid down in such agreement shall prevail. It is the responsibility of the requesting person or organisation representative to ensure that Participants are informed about the applicable provisions.

Any provision of these General Terms and Conditions that is inconsistent with the mandatory provisions of the Governing Law shall be null and void. The other provisions shall nevertheless remain valid. Instead of the void provisions the Governing Law shall apply.

4. Registration for the Training Courses

Participants are required to register for the Training Courses online, via the GCS website or, when the Training Course is offered in co-operation with another organisation, via the appropriate registration means of the organisation concerned, as applicable.

Registrations must be made no later than 10 working days before the scheduled start date of the Training Course, subject to seat availability.

All data the Participant wishes to be included in the invoice shall be indicated upon registration.

5. Invitation Letters for Visa Purposes

It is the responsibility of the Participants to clarify if they are in need of VISA to enter the country where the Training Course is delivered and to check with the Embassy the procedure and duration of the visa application.

Upon request, GCS will assist the Participant to obtain a VISA by issuing an invitation letter. The scope of the assistance remains in the discretion of GCS. Additional costs will be charged to the requesting Participant.

6. Invoices, Payment of Course Fee

An invoice is generated and provided to the address indicated during the online registration process. Payment shall be made according to the specifications of the invoice. Bank fees are for the Participant's account.

Payment must be made by bank transfer and in the currency specified in the invoice.

The following data shall be indicated on the bank transfer:

- invoice number;
- name and organisation of the Participant;
- Training Course title;
- Course Date.

In rare cases, when there is absolutely no other possibility, cash payment before beginning of the Training Course directly to the Course Tutor/Instructor may be agreed upon between the Participant and GCS in advance and in writing. GCS will issue a receipt to cash payers.

Only Participants who have paid the full amount due will be admitted to participate in the Training Course. The delivery of Certificates of Attendance requires that all dues are fully paid.



Payment shall be made before the scheduled start date of the Training Course as laid out in the invoice. All payments are considered made when the amount is credited on the bank account of GCS or received by the GCS Course Tutor/Instructor in cash, as applicable.

The Course Fee includes the price of tuition, the Training Course Materials, and the GCS Certificate. Hotel costs are not included in the course fee. Car parking and wireless internet connection at the Training Location are provided for free, depending on availability. Refreshments and lunch are normally not included in the course fee. Specifics about free services are to be found in the Course Description.

7. Course Transfer

In the event a Participant, who has already paid the Course Fee, wishes to attend the same Training Course on another Course Date, s/he shall make it in writing ('transfer notice') by email to contact@gcs-safety.com. The following information shall be included:

- Subject Line: Transfer
- name and organisation of the Participant;
- Training Course title;
- "new" Course Date.

Course Transfer is only possible to Course Dates on which seats are still available.

Course Transfers can be made free of charge no later than 10 working days before the first scheduled day of the Training Course concerned. In the event the Course Transfer is made within 10 working days, but more than 24 hours, before the scheduled start date of the Training Course concerned, a transfer fee of 25% of the full Course Fee will be charged. In the event the Course Transfer is made within 24 hours before the scheduled start date of the Training Course concerned, the full Course Fee will be charged by GCS.

8. Substitution

Participants shall only be substituted by Participants who meet the pre-requisites for the Training Course concerned, if any, as defined on the GCS website under the respective Training Course.

Substitution shall be made in writing ('substitution notice'), by email to contact@gcs-safety.com. The following information shall be included:

- Subject Line: Substitution
- "original" name and organisation of the Participant;
- "substituted" name and organisation of the Participant;
- Training Course title;
- Course Date.

Substitutions may be made until 24 hours before the scheduled start date of the Training Course. In the event the Participant fails to effect the Substitution until this deadline, but does send a substitute to the Training Course, the Participant originally registered will be charged for cancellation within 24 hours with the full Course Fee, and the replacement Participant shall pay the Course Fee in full.



9. Cancellation

Cancellations shall be made in writing ('cancellation notice'), by email to contact@gcs-safety.com. The cancellation notice shall include the following particulars:

- invoice number;
- name and organisation of the Participant;
- Training Course title;
- Course Date.

Upon receipt of the cancellation notice, GCS will send a confirmation to the Participant. Cancellations shall be considered valid only if a confirmation is issued. It is the Participant's responsibility to monitor if the confirmation notice is received.

Cancellation notices shall be received by GCS no later than 10 working days before the first scheduled day of the Training Course concerned. In the event the cancellation notice is received by GCS less than 10 working days, but more than 24 hours before the scheduled start date of the Training Course concerned, a cancellation fee of 25% of the full Course Fee will be charged. In the event the cancellation notice is received by GCS within 24 hours before the scheduled start date of the Training Course concerned, the full Course Fee will be charged by GCS.

GCS refunds the Course Fee to a bank account specified in writing by the Participant. Bank transfer charges are for the Participant's account. Refunds other than by bank transfer are not executed by GCS.

In any case, whenever an Administration Fee was charged by GCS for course administration, this Administration Fee remains due and will be charged by GCS. This Administration Fee will not be refunded, in case the invoice had been paid before cancellation.

10. Examinations

n/a

11. Certificates

GCS certificates are highly recognised by Aviation Authorities and Aviation Industry. Participants will be granted with a Certificate of Attendance.

In the event the Participant's Certificate is lost, or an additional copy is required, a hard copy of the Certificate can be requested from GCS via contact@gcs-safety.com. Participants will be provided with the copy upon GCS's receipt of 20 EUR administration fee.

12. Training Courses outside GCS Location

GCS can provide Training Courses outside GCS Locations, upon request. Requests should be sent to: contact@gcs-safety.com.

13. Training Course Language

Training Courses scheduled at GCS Locations are delivered in English. Selected Training Courses can be delivered in other languages. For detailed conditions please contact contact@gcs-safety.com.



14. Intellectual Property

GCS is the owner of, and will retain all rights, title and interest in any and all Course Materials, and in any and all other materials, including any documentation, data, technical information and know-how provided to the Participants by GCS. Such information shall not be disclosed or copied to any third parties and shall not be used for any purposes by the Participants or the organisation they represent, without the express written permission of GCS.

15. Liability

GCS excludes any and all liability for damages arising out of the failure of a Requesting Person or Organisation Representative to provide information to the Participants about the applicable provisions as set out in clause 4.

GCS excludes any and all liability for damages arising out of the failure of a Participant to obtain the necessary VISA in due time.

16. Force Majeure

GCS shall not be liable in respect of any failure to fulfil its obligations under this Agreement if such failure is due to reasons or circumstances beyond its reasonable control including but not limited to sickness/accident of the tutor/instructor, government interference, direction or restriction, war or civil disorders, strikes, blockade, insurrections, riots, acts of natures, disasters, diseases, epidemics, terrorist actions, or other emergencies.

17. Miscellaneous

Should the person arranging the Registration, Substitution, Course Transfer or Cancellation, or requesting an invitation letter be other than the Participant, GCS assumes that during such processes statements are made on behalf of the Participant and with the authorization to make statements on behalf of the Participant.

By registering to a Training Course the Participants engages into a contract with GCS. Special agreements other than those stipulated in these GTCs form part of the contract as long as they are in writing and accepted by both parties.

If parts of the respective contracts (including these GTCs) prove to be invalid or ineffective, this circumstance shall have no influence on the validity of the remaining provisions nor on the continuance of the respective and other contracts. The invalid or ineffective provision shall be replaced by one that most closely proximates the commercial objective of the parties.

The contractual relationship of the parties, including the general contract and all individual contracts, is exclusively subject to Swiss law. The parties declare the UN Agreement on Contracts on the International Purchase of Goods of 11 April 1980 to be inapplicable.

The sole legal venue for any disputes from or in conjunction with the contractual relationship of the parties, of a general contract and all individual contracts is Lucerne, Switzerland. GCS may however sue the Participant at its headquarters/domicile.