

Training Agreement between Cat3C Ltd and <<student name >>

dated <<date>>

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1. Introduction

- 1.1 It is in your interests to, and you should, read this agreement in its entirety.
- 1.2 The EASA Part-FCL theoretical knowledge training requirements place quite a burden on your time and you are advised to give serious thought to your ability and commitment to be able to complete a course of theoretical knowledge study within the regulated time frame.
- 1.3 This agreement comprises the whole training agreement between us, Cat3C Ltd. and you, the student, and comprises the terms and conditions (Terms) upon which Cat3C Ltd. provides training courses and other service offerings.
- 1.4 References in this agreement to 'we', 'our', 'us', and 'Cat3C' are direct references to Cat3C Ltd, as described in Section 2 below.
- 1.5 By enrolling on a Cat3C training course, you acknowledge and agree that this agreement constitutes the entire agreement between Cat3C and you, and is legally binding on you, with effect from the time you make a booking with us, either in person, by telephone, email or by using an online booking system.
- 1.6 This Training Agreement should be read in conjunction with Cat3C ASCOT Manual Part 3 – Administration Management and Cat3C ASCOT Manual Part 7 - Training Management.
- 1.7 In the event of any conflicts or inconsistencies between this agreement and any other documents pertaining to your enrolment and participation on a Cat3C training course, or any other Cat3C service offering (as the case may be) including any brochures, advertising material, descriptions on our website, this agreement shall prevail.

2. The Company

- 2.1 The full name of the company is Cat3C Ltd., being registered in England and Wales with company number, 10671761.
- 2.2 Cat3C's registered office is at 11 Wheatstone Court, Davy Way, Waterwells Business Park, Quedgeley, Gloucester, England, GL2 2AQ.
- 2.3 Cat3C's place of business is at Aviation House (Hangar SE2A), Gloucestershire Airport, Cheltenham, GL51 6SR and any other place specified in its EASA or CAA approval or suitable place provided for the purpose of theoretical knowledge training.

- 2.4 Cat3C is an Approved Training Organisation (Certificate No. GBR.ATO-0488) and is permitted to authorise students to take flight crew licence examinations for the issue of pilot licences and/or ratings, as defined in its approval certificate.
- 2.5 You can contact Cat3C by email, in the first instance, to training@cat3c.com.

3. Definitions

3.1 In these Terms:

- (a) 'CAA' means the UK Civil Aviation Authority or any replacement or successor body;
- (b) 'EASA' means the European Aviation Safety Agency or any replacement or successor body;
- (c) 'ICAO' means the International Civil Aviation Organisation;
- (c) 'Course' means any pilot theoretical knowledge training course or related tutorial session offered and provided by Cat3C from time to time;
- (d) 'Student' means any person accepted by us on a course.
- (e) Any reference to "Cat3C", "we" or "us" shall be taken to mean Cat3C and its members and employees, plus any contractors, consultants and/or any other representative appointed by Cat3C to undertake work on its behalf, but only within the remit of the task for which that person is engaged.
- (e) The word "shall" indicates that the condition is compulsory; and the word "should" indicates that the condition is optional, and may further be qualified by additional recommendations.
- (f) "Cat3C ASCOT Manual" means the Cat3C Administrative, Safety, Compliance Monitoring, Operational Standards and Training Manual.

3.2 In these Terms:

- (a) words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders, and words importing persons shall include bodies corporate, unincorporated associations and partnerships;
- (b) any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

- (c) any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (d) headings are included for ease of reference only and shall not affect the interpretation or construction of these terms and conditions.
- (e) Any reference to EC Regulations relating to aviation 'EASA Part-XXX' (where XXX represents a subsidiary section of the appropriate annexes to EASA regulations) and all other ancillary matters pertaining to aviation regulation, as legislated and approved by EASA, shall, in the event of the UK leaving the European Union and at the same time EASA, whether that be on a permanent or temporary basis, be taken to include any similar Acts of the UK Parliament, UK Statutory Instruments or other legal or administrative requirements undertaken by the CAA in the pursuit of its aviation regulation business.

4. Course Enrolment

- 4.1 The requirements for enrolment on any approved course of tuition are outlined in the Cat3C ASCOT Manual, Part 7 – Training Management. A copy of the manual will be provided to you on enrolment but may also be requested by at any time prior to enrolment.
- 4.2 To be eligible to enrol on a course you shall meet all minimum entry requirements for the relevant course, including any regulatory requirements specified by any relevant regulatory body.
- 4.3 An applicant for a Cat3C EASA ATPL (A) course shall:
 - (a) Have attained the age of 17 years;
 - (b) Hold a valid and current PPL (A), issued in accordance with ICAO Annex 1;
 - (c) Hold a valid and current EASA Part-MED Class 2 medical certificate;
 - (d) Be able to read, write and orally communicate in the English language to a minimum of ICAO Level 4;
 - (e) Have sufficient knowledge of mathematics and physics (science) to facilitate an understanding of the content of the course. All students will meet this requirement by completing the Maths & Physics module, provided as part of their course;
 - (f) Have the right to study in the United Kingdom. Cat3C is not able to sponsor student visas.

4.4 An applicant for a Cat3C EASA ATPL (A) course should:

- (a) Hold a valid and current EASA Part-MED Class 1 medical certificate. Cat3C cannot be held responsible for medical certification and failure to obtain or loss of an EASA Part-MED Class 1 medical certificate will not be accepted as sufficient grounds for voluntary withdrawal from a course;
- (b) Obtain sufficient “Loss of Flight Crew Licence / Medical Certificate” insurance cover, to cover all costs associated with professional flight training;
- (c) Be either a native English speaker or be able to read, write and orally communicate in the English language to ICAO Level 6. Cat3C will not be responsible for the provision of any training material in any language other than English.

4.5 On applying for admission to a course of study leading to the authorisation by Cat3C to take EASA Part-FCL examinations, you warrant and represent to us that:

- (a) you are not presently engaged on the same or a similar course of study with any other EASA ATO. If you wish to transfer to Cat3C from another ATOI, you are responsible for undertaking all administrative actions required, necessary to effect that transfer;
- (b) you satisfy all course requirements, in accordance with paragraphs 4.3 and 4.4 above, and prior to commencement of the course, you shall provide appropriate evidence, including:
 - (i) Photographic ID (Passport);
 - (ii) PPL(A) issued in accordance with ICAO Annex 1;
 - (iii) Part-MED Medical Certificate, issued by an EASA member state;
 - (iv) Pilot’s Flying Logbook;
 - (v) Cat3C Student Registration Form;
 - (vi) CAT3C General Data Protection Regulation (GDPR) certification;
 - (vii) Certificate of testing for ICAO Aviation English language (if appropriate);
 - (viii) Any other documents deemed necessary by Cat3C.

4.6 If you are formally registered with another EASA ATO and you wish to undertake remedial training with Cat3C, on applying for admission to a short, single-subject course of study which does not

require authorisation by Cat3C to take the EASA Part-FCL examination for which that course is provided, you warrant and represent to us that you meet all administrative and regulatory requirements necessary to undertake any such examination(s). Cat3C cannot be held responsible for the cancellation of the result of any examinations undertaken by yourself when registered with another ATO.

5. ICAO Aviation English Language Certification

- 5.1 English is the de facto international language of aviation. This is described in detail in ICAO Document 9635 (Manual on the Implementation of ICAO Language Proficiency Requirements).
- 5.2 It is a lawful requirement that all members of an airplane's flight crew engaged on international operations are able to communicate effectively in the English language.
- 5.3 Aviation English testing is provided by Cat3C, using the Test of English for Aviation (TEA), owned and administered by TEA Limited.
- 5.4 TEA is recognised by the CAA and several other EASA national aviation authorities. It is your responsibility to ensure its acceptance with your own national aviation authority. Cat3C shall not be responsible for the refusal of any national aviation authority to accept a TEA certificate.
- 5.5 Non-native English-speaking persons or any person resident in a non-English speaking country shall provide evidence of certification of ICAO Aviation English at Level 4 or above. Any person not able to provide such evidence may undertake the TEA at Cat3C prior to commencing any course of study with Ca3C, and shall pay to Cat3C the rate payable for the TEA in force at the time of the test – the rate is set by TEA Limited and not by Cat3C. It shall be the responsibility of the candidate to prepare himself for the TEA and the test is marked by TEA Limited and not by Cat3C. Cat3C shall not be responsible for the result of the test or the grade awarded.

6. Theoretical Knowledge Examinations

- 6.1 Cat3C may, from time to time, be authorised by certain national aviation authorities to provide examination room facilities to permit candidates to undertake EASA Part-FCL examinations. You should check with Cat3C which authorities permit this before committing to take examinations at Cat3C.
- 6.2 Before taking any EASA Part-FCL examinations, all Cat3C student candidates shall comply with all administrative training procedures, as defined in Cat3C ASCOT Manual Part 7 – Training Management.

- 6.3 Occasionally, Cat3C may, before all administrative training procedures are completed, authorise Cat3C student candidates to take EASA Part-FCL examinations. Such prior authorisation is offered merely to allow the candidate to book examinations in advance of taking them, and this authorisation does not absolve the candidate from complying with those procedures.
- 6.4 Any examinations taken, whereby administrative training procedures have not been fully complied with, may be reported to the responsible national aviation authority, which has the lawful right to cancel any examinations taken, whether passed or failed.
- 6.4 Any external (non-Cat3C) examination candidate undertaking EASA-Part FCL examinations at any Cat3C examination room shall be required to provide evidence of authorisation to take those examinations. That authorisation shall be forwarded to Cat3C by the candidate's ATO and not by the candidate. A national aviation authority may require a new authorisation certificate for each examination or set of examinations taken – this is outside the control or influence of Cat3C and shall be complied with, if requested.

7. Payments, Cancellations, Reallocations & Refunds

- 7.1 Current full course and single-subject short course prices shall be displayed on the Cat3C website.
- 7.2 All references to “days prior to the course start date”, or of similar meaning, does not include the course start date itself or the day on which any action is required;
- 7.3 Payments for training courses may be made by:
- (a) Bankers' Automated Clearance Services (BACS)
 - (b) Debit or credit card
 - (c) Paypal
 - (d) Cash
- 7.4 The applicant shall be responsible for all bank charges associated with the making of any payment to Cat3C, with the exception of any debit or credit card charges or Paypal charges.
- 7.5 All distance-learning only courses may be paid in full or in no more than two instalments. Where part payment is made for a distance-learning only course, only that training material relevant to the part of the course purchased shall be issued.
- 7.6 Courses having >25% of the course total delivered as classroom training shall require payment of a non-refundable deposit equal to 30% of course fees, to be paid at the time of placing the order for

the course; the balance of the payment shall be paid in full no later than 30 days prior to the course start date. Training material shall be issued on receipt of the deposit payment.

- 7.7 Places on courses having >25% of the course total delivered as classroom training are only confirmed on receipt of full payment, as agreed at the time of making the order; and the contract to provide a place on a course shall be deemed to take effect when payment in full or in any part is made.
- 7.8 Refunds for cancellations of all other courses shall be made as follows:
- (a) All cancellations will incur a £50.00 administration fee, which shall be deducted from, and prior to, any sum refunded;
 - (b) Cancellation of any mandatory classroom element of any course will incur a £50.00 administration fee;
 - (c) Cancellations made more than 90 days prior to the course start date will be refunded in full;
 - (d) Cancellations made 60 – 89 days, inclusive of both days, prior to the course start date will be refunded at a rate of 50% of the fee paid;
 - (e) Cancellations made 30 - 59 days, inclusive of both days, prior to the course start date will be refunded at a rate of 25% of the fee paid;
 - (f) No refunds will be made for any course cancelled less than 30 days prior to the course start date.
 - (g) The effective date of a distance-learning only course shall be taken to be the date of provision of the training material by Cat3C or its appointed agent to the student.
- 7.9 Courses can be rescheduled at any time up to no less than 30 days prior to the course start date, providing that a vacancy exists on the new course; this will incur a £50.00 administration fee, to be paid at the time of rescheduling.
- 7.10 Whereby a request to change a course date results in it being impractical to run the course with the remaining student numbers, Cat3C reserves the right to refuse to accept the change to the course dates and the change will be treated as a cancellation of the course, with any refunds being applied as per paragraph 7.9 above.
- 7.11 By ordering and paying for a place on a course via the Cat3C internet website, which commences less than 14 days after the order has been placed, you accept and agree to waive your statutory rights to a full refund within the 'cooling off period'. Should you thereafter cancel or fail to attend

the course, any refund requested shall be determined in accordance with paragraphs 5.6 (d) and (e) above only.

- 7.12 All single-subject short courses require a minimum number of attendees. If the required numbers have not been attained, Cat3C reserves the right to cancel the course up to 2 days prior to the start of the course. In this event, you will be refunded the course fees only. You are advised to contact us to ensure that the training session is proceeding as originally stated, no less than 2 days prior to the commencement of the training, and not to commit to any additional charges until that time.
- 7.13 Cat3C shall not accept liability for any additional accommodation, travel or other expenses incurred, which cannot be recovered by the student. No reimbursements will be made for any expenses incurred other than the direct training cost of the course, as invoiced by Cat3C.
- 7.14 Cat3C will not be liable for any goods or services, which are not provided directly by Cat3C and which are subject to any contractual or other agreement between you and any third-party company:
- (a) making payment for any Cat3C course;
 - (b) supplying ancillary equipment for any Cat3C course;
 - (c) providing accommodation for any Cat3C course;
 - (d) providing 'loss of medical' insurance cover for any Cat3C course;
 - (e) providing financial assistance for any Cat3C course;
 - (f) providing any other service for any Cat3C course.
- 7.15 If you fail to complete any part of training within the scheduled period allocated for that part of training, an additional administration fee of £50.00 shall be charged and will be payable before authorisation is given to take examinations associated with that period of training. If such authorisation has already been made, that authorisation shall be deemed suspended until such payment is made.

8. Attendance, Behaviour & Commitment

- 8.1 The successful completion of your training course requires certain skills, aptitude, motivation, diligence and capacity on your part, to accept, assimilate and absorb instruction. This cannot be evaluated in advance. You will benefit to the greatest degree by committing to attendance on all training days, as specified below, and by studying with your fellow students as often as possible, to

share assimilated knowledge. Accordingly, you acknowledge and agree that Cat3C does not make any representation, promise, guarantee or warranty concerning your ability to successfully complete the course, or any part thereof, either at all, or within a specified period of time; or to successfully pass any theoretical knowledge examination.

- 8.2 You acknowledge and agree that all training is offered by Cat3C only as part of a course, the details of which are confirmed at the time of booking, and we have no obligation to make any additional training provision available to you on any other basis.
- 8.3 All training days, including mandatory training days and any days identified as self-study days, shall be considered as classroom training days, and shall be attended.
- 8.4 If, for any reason, you fail to attend any mandatory training periods, your course will not be complete. You will not be permitted to attempt the exam in any subject that has a required training shortfall. You acknowledge and agree that you shall pay any additional costs reasonably incurred by us in connection with the rescheduling of your training as a result of your absence. All rescheduled training will be charged at our daily rates in force at the time of the re-arranged training. We will use all reasonable endeavours to complete such rescheduled training in a timely manner; however, you must understand that your exam and course completion dates may be delayed.
- 8.5 You shall conduct yourself in a professional manner at all times whilst on Cat3C premises, at Gloucestershire Airport, and at any accommodation provided or recommended by Cat3C, or at any other premises where you are acting as a representative of Cat3C or any organisation affiliated to or connected with Cat3C.
- 8.6 No food or drink may be consumed in Cat3C classrooms, except as arranged with Cat3C staff or representative consultant instructors at the time.
- 8.7 Smoking is not permitted anywhere within Cat3C premises or simulator areas.
- 8.8 No litter should be left in or around the premises, car parking areas and surrounding areas.
- 8.9 Private vehicles must be parked in designated areas within the facilities provided by Gloucestershire Airport, which retains the absolute decision regarding the parking of vehicles on the airport premises and any charges for the provision of the service. Cat3C has no influence on the decision of the airport authority to remove any vehicle from the airport premises.

- 8.10 Cat3C equipment cannot be used without our prior approval. Any breakages, however caused, or faults with equipment shall be reported immediately to Cat3C staff or to any consultant instructor. No items belonging to Cat3C may be removed from the premises without our prior approval.
- 8.11 Consumption of alcohol and illegal drugs is strictly forbidden on the premises and alcohol must not be consumed within 8 hours of any training.
- 8.12 Any use of substances (other than prescribed medication) or alcohol by a student may result in immediate dismissal from the course (without any refund of the course fee) and removal from the premises. Cat3C reserves the right to inform the competent aviation authority, which has issued the student's medical certificate, and/or the police of any misuse of illegal substances.
- 8.13 Physical violence, the threat of such violence or the use of abusive or profane speech or symbols (whether physical, verbal or otherwise) against any person, whilst undertaking training at Cat3C, shall result in instant dismissal from the course, and no refund of fees will be made.
- 8.14 Consultant instructors are used extensively by Cat3C, and disciplinary powers are extended to those instructors in the absence of a member of Cat3C management.
- 8.15 Appeals against disciplinary action shall be considered in accordance with the terms as described in the Cat3C ASCOT Manual Part 7 – Training Management.

9. Uniform & Clothing

- 9.1 Students on a managed modular training program via a third party ATO or airline shall wear the uniform specified by the third party.
- 9.2 Students attending a CAT-100 course shall wear standard student uniform.
- 9.3 Students attending course brush-ups and single-subject short courses are requested to wear standard student uniform. If they choose not to do so their dress code shall be at least compliant with the 'business casual' description below.
- 9.4 'Standard student uniform' consists of:
- (a) A white shirt with epaulettes;
 - (b) A single platinum bar rank slide;
 - (c) Black or navy-blue tie;

- (d) Black trousers;
- (e) Black shoes.
- (f) In cold weather, this can be supplemented by a dark coloured pullover and / or jacket.
- (g) In warm weather, when specified by a management instructor, ties may be removed.

9.5 'Business casual' consists of:

- (a) A collared shirt (polo shirts are acceptable, t-shirts are not);
- (b) Trousers (not jeans);
- (c) Shoes (not trainers).

9.6 In any and all circumstances, clothing containing offensive material is strictly prohibited.

10. Intellectual Property Rights & Internet Distribution

10.1 All training material is the property of Cat3C, its training material provider and/or the instructors contracted to provide consultancy services to Cat3C.

10.2 Training material is not transferable and is provided for your personal use only.

10.3 You undertake not to make any audio, video or other recording of any lessons of instruction, and only to take photographs of diagrams drawn by instructors with the explicit permission of the instructor presenting the lesson, and only then on the strict understanding that the intellectual property rights to any images or audio/video recordings made in the classroom belong to Cat3C and their use is for personal study purposes only and is not transferrable to any other parties.

10.4 You undertake not to distribute any Cat3C material or other training material provided by Cat3C on social media or other internet platforms. This would be deemed to be a breach of copyright.

11. Loss of Medical Insurance

11.1 You are strongly advised to take out "loss of medical insurance" with a reputable insurance broker, to provide cover for you against the loss of any fees you pay for your theoretical knowledge training and other costs.

11.2 Cat3C cannot be held liable for any losses incurred as a result of you being unable to continue training.

12. Overseas Students

- 12.1 Cat3C is not permitted to issue, validate or make recommendations for visas for study or for any other purpose, which may be used to facilitate entry to the UK or any member state of the EU.
- 12.2 Cat3C is not permitted to offer training to any students present in the UK on a study or tourist visa, other than that permitted by existing legislation, which may change from time to time, and which shall be checked at the time of submitting the application for attendance on a course.
- 12.3 If you have entered the UK or the EU on an international study visa and are already undertaking a course with an ATO, that ATO is responsible for all training while in the UK, and training cannot be transferred to Cat3C. Should you cease studies with that ATO for any reason, you are responsible for informing the relevant authorities that you have ceased to attend that course and you will not be permitted to complete or commence any course with Cat3C.
- 12.4 If at any time any document you supply to Cat3C (or any other party) in connection with your admission onto a course (including passports, visas, medical certificates, existing licences or ratings) is found to be, or in the reasonable opinion of Cat3C is thought to be, false or misleading, Cat3C shall immediately suspend or expel you from the relevant course, without any refund in respect of any fees you have paid; and shall notify the relevant authorities, including the police, about the circumstances of the suspension or expulsion.
- 12.5 By signing the GDPR Form, referenced in paragraph 4.5 (b) above, you acknowledge and agree that we are required to, and shall, retain the details of all students and shall be at liberty to disclose any and all such information, referred to in paragraphs 4.5 (b) (i)-(xiii) inclusive, to the police, immigration and other relevant authorities including the CAA and EASA.

13. Termination

- 13.1 Without affecting any other right or remedy available to us (including any right to terminate a student's attendance on a course which is set out elsewhere in this agreement), Cat3C reserves the right to terminate the student's enrolment should the student violate any part or all of this agreement and that student will not be entitled to any refund of course fees or other monies paid to Cat3C.
- 13.2 All students shall familiarise themselves with the EASA Part-FCL requirements, relating to the maximum period of time over which examinations may be taken, and must ensure that all examinations are taken within the maximum permissible period. Cat3C shall not be responsible for any student failing to take all examinations within the required maximum period.

- 13.3 The validity of any course with Cat3C shall be for a period of 2 calendar years, commencing on the date of purchase of the course. Extensions to this period shall be determined on a case by case basis by Cat3C Head of Training only.
- 13.4 Whereupon a student does not undertake any study for a period of 12 months and fails to make any contact with Cat3C over the same period, Cat3C reserves the right to terminate the course of study, and no refund payment shall be made.
- 13.5 Cat3C reserves the right to insist that a student may be required to repeat any part(s) of any course of training whereby a satisfactory standard has not been achieved at the first attempt.
- 13.6 Whereby a student is required to repeat any part of training, Cat3C reserves the right to make a charge for that training, which may be charged pro rata to the cost of the full course, as charged at the time of purchase.

14. Privacy Policy & Data Protection

- 14.1 Cat3C will use the personal information provided by students in accordance with the terms of the General Data Protection Regulation and the Data Protection Act 1998 and will not withhold any personal information for any period longer than is absolutely necessary for the completion of the course, and for any period thereafter as required by the UK CAA and EASA and any other regulatory authority.
- 14.2 By accepting the terms of this agreement you authorise Cat3C to divulge personal information to the UK CAA and EASA and to any other relevant aviation regulatory authority, but only that personal information that is necessary for the purposes of flight crew licensing and associated activities
- 14.3 You further undertake that Cat3C may provide copies of your personal training records, examination results or any other relevant material or records to any Court of law, or to any judicial or law enforcement organisation, where such is necessary in the prevention of alleged offences or lawful apprehension of alleged offenders, or to any other organisation undertaking dispute resolution or preparing evidential for any matter under dispute or investigation.
- 14.4 Cat3C will not, under any circumstances, divulge any personal information to any other parties for sales or marketing purposes.
- 14.5 Cat3C will not provide the personal contact details of any instructor to you. We shall, with your written permission only, and only upon receiving a request from you in writing, provide your details to an instructor, for training purposes only.

15. Dispute Resolution

- 15.1 If you have any reason to make a complaint about the course, a written complaint must be submitted to the relevant theoretical knowledge instructor (TKI).
- 15.2 If the complaint cannot be resolved by the TKI, or you are otherwise dissatisfied with the decision of the TKI, you are required to submit your written complaint to the Chief Theoretical Knowledge Instructor (CTKI).
- 15.3 If the complaint cannot be resolved by the CTKI, or you are otherwise dissatisfied with the decision of the CTKI, you are required to submit your written complaint to the Head of Training (HT). Where practicable, the HT may consult the Accountable Manager (AM) or other senior manager of the company, but in all events the decision of the HT shall be final.
- 15.4 If you have any reason to make a complaint about the general service you have received, and your complaint cannot be resolved at the time, full details of the complaint must be sent in writing to the Accountable Manager (AM).
- 15.5 Whereby your complaint cannot be resolved by the CTKI, HT or AM, the matter will be referred to the Cat3C board of directors.
- 15.6 All written complaints may be submitted by letter or by email. No correspondence will be entered into via social media or similar electronic media.
- 15.7 All written complaints received by the company will receive an acknowledgement within 7 days; however, on receipt of any outline complaint requiring further clarification, Cat3C reserves the right to request a detailed, written complaint or statement of claim before any investigative action is taken. Any detailed complaint or statement of claim may be referred to the company's legal advisers prior to making any response, although an interim reply will be made within 14 days and a final reply will be made within 28 days.

16. Miscellaneous Provisions

- 16.1 If a court or any other competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the agreement shall not be affected.
- 16.2 A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by us in exercising any right

or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.3 No third party shall have any rights under or in connection with this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

16.4 This agreement shall be signed by the student and by a representative of Cat3C, except that, where this agreement has been referred to electronically, by means of the company website or other similar media, it may be agreed to electronically, but shall thereafter be printed and signed by an authorised representative of the company, who shall send a copy to the student.

17. Governing Law & Jurisdiction

17.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales in force at the appropriate time.

17.2 Cat3C and you irrevocably agree that any dispute or claim arising out of or in connection with this agreement, their subject matter or formation (including without limitation any non-contractual dispute or claim) will be subject to the exclusive jurisdiction of the English courts.

Signed:

Date:

Name (Student):

Address:

Signed:

Date:

Name (for Cat3C Ltd):

Address: Aviation House (Hangar SE2A), Gloucestershire Airport, Cheltenham, GL51 6SR
