

Course Terms & Conditions

Please read these Terms carefully before purchasing a Course and print off a copy for your records. Hummingbird UAV will not file or otherwise keep a copy of the agreement concluded between you and Hummingbird UAV and a copy of the concluded agreement will not be available from Hummingbird UAV at a future time and date. By ordering a Course, you are confirming your agreement to be bound by these Terms.

Hummingbird UAV is operated by Hummingbird Helicopters Limited (trading as Hummingbird UAV) with company number 10103326, its registered office at Hangar 3, Fourth Avenue, Doncaster Sheffield Airport. DN9 3GE.

Definitions

“Additional Charges” means any amounts payable that are not Fees and may include, but are not limited to, payment for the delivery of Study Materials, any re-sit fees which Hummingbird UAV may charge from time to time if applicable.

“Brochure” means any online or hard copy document that is produced by Hummingbird UAV to provide detailed information with respect to the Courses these Terms cover;

“Classroom Course” means a classroom based course and the Study Materials to be provided by Hummingbird UAV if applicable;

“Fee” means the fee payable for the Course and/or Study Materials and shall exclude any VAT payable and excludes Additional Charges;

“Flight Assessment” means an assessment of a student’s ability to fly a drone. The assessment is available to individuals who have already passed the theoretical course with Hummingbird UAV or an equivalent NQE.

“Terms” means these Terms and Conditions;

“Website” means www.hummingbird-UAV.co.uk; and

“you” means the individual purchasing the Course.

Ordering Procedure

2.1. - Unless otherwise agreed with Hummingbird UAV in writing, all course bookings will be made via the Website or by telephone.

2.2. - When you place an order for a Course you are offering to purchase that Course on these Terms. Hummingbird UAV reserves the right to decline or cancel your order, or any part of your order.

2.3. - Following receipt by Hummingbird UAV 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 Hummingbird UAV. Your order will be subject to acceptance by Hummingbird UAV of your offer to purchase in accordance with clause 2.5 below.

2.4. - A legally binding agreement shall not come into existence until Hummingbird UAV 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 Hummingbird UAV as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Courses will not be an acceptance by Hummingbird UAV of your offer to purchase any other Courses which make up your order.

2.6. - Hummingbird UAV 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 a Hummingbird UAV Customer Services representative. Fees are quoted and payment shall be made in pounds sterling, exclusive of VAT and any Additional Charges.

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

a) the Fee excluding VAT and any delivery charges payable in relation to delivery of Study Materials, if applicable, will be shown prior to completion of the online transaction; and b) Hummingbird UAV will debit the Fee from your credit card or debit card on or after the day you make an order for a Course. Your order will be confirmed only upon receipt of the Fee in cleared funds by Hummingbird UAV and will be subject to acceptance of your offer to purchase by Hummingbird UAV in accordance with clause 2.

3.3. - The provision of the Course is contingent upon Hummingbird UAV 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

Hummingbird UAVs 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 are responsible for paying the Fee or within 30 days from the date of the invoice if your employer is responsible for paying the Fee, save that payment will be due immediately if booking is made less than 30 days before the Course start date), Hummingbird UAV reserves the right, forthwith and at Hummingbird UAVs sole discretion, to suspend the provision to you and refuse you entry 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, Hummingbird UAV will send an invoice to your employer;

b) full payment in cleared funds of the Fee is due from your employer within 30 days from the date of the invoice;

c) payment is due immediately if booking is made less than 30 days before the Course start date;

d) you and your employer are joint and severally liable for all unpaid invoices; and

e) you authorise Hummingbird UAV to release to your employer details of your attendance, marks, exam results, general progress reports and any other information reasonably requested by your employer and which Hummingbird UAV in its sole discretion considers appropriate for it to provide.

3.5. - No Study Materials will be made available online, dispatched to you by Hummingbird UAV or be made available for collection, unless Hummingbird UAV has received full payment in cleared funds from you or your employer (including payment of delivery charges where applicable) in respect of the related Fee.

3.6. - Hummingbird UAV 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.

3.7. - Hummingbird UAV reserves the right to recover any reasonable debt collection costs in connection with these Terms.

3.8. - Hummingbird UAV 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 for a CAA Permission for Commercial Operations, 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 Hummingbird UAV express consent to supply any services during the Cancellation Period and the service has been performed. This consent includes ticking the box giving such consent at time of purchase. If the contract is for the supply of digital content, including but not limited to Online Study Materials, your right to cancel and obtain any refund will be lost if you have given Hummingbird UAV express consent to supply the digital content to you during the Cancellation Period or if you access the digital content before the expiry of the Cancellation Period. You do not have a right to change your mind in respect of other services, once these have 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 Hummingbird UAV of your decision to cancel by emailing info@hummingbird-uav.co.uk

b) If you cancel your purchase you must return any Study Materials you may have received from Hummingbird UAV without undue delay and not later than 14 calendar days after you inform Hummingbird UAV of the cancellation. You will be liable for the cost of returning any goods to Hummingbird UAV unless Hummingbird UAV has agreed otherwise in writing.

c) Hummingbird UAV reserves the right to withhold payment of part or all of your Fee refund until all Study Materials have been returned in accordance with clause 4.3 above or if Study Materials are not returned in a re-saleable condition.

d) On cancellation, you will be entitled to a full refund of the Fees subject to the following limitations:

In relation to delivery costs, the refund amount will be capped at the cost of a standard postal method fee; and

If the value of the goods has been diminished by your handling, Hummingbird UAV may recover the amount of this diminished value by deducting this amount from your refund.

4.3. - If you cancel a Course after the Cancellation Period, Hummingbird UAV will deduct from any refund of your Fee the cost of all applicable delivery charges, including delivery costs.

4.4. - 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 Hummingbird UAV of the cancellation. The period for refund will increase to 30 days if Hummingbird UAV 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 Hummingbird UAV is required from your employer.

4.5. - 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.

4.6. - 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.

4.7. - Hummingbird UAV 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 Hummingbird UAV. Any such additional fees will be communicated to you before you make your decision.

4.8. - Where you have purchased multiple Classroom Courses as part of a Hummingbird UAV membership or Hummingbird UAV package of products 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

4.9. - Subject to these Terms, you may cancel the Course by giving written notice to Hummingbird UAV using the email address info@hummingbird-

uav.co.uk and Hummingbird UAV reserves the right to charge you a cancellation fee. Hummingbird UAVs policy for such cancellations is set out below:

X = Number of full days' written notice of cancellation received by Hummingbird UAV from you (days before the Course start date)

Y= Cancellation fee due as percentage of the Fee

X	Y
0 – 4	100%
5 – 29	80%
30 – 59	50%
60 – 89	30%
90 – 179	10%
180 and more	0

4.10. - Any costs incurred by Hummingbird UAV 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.

Hummingbird UAV cancellation

4.11. - If (a) Hummingbird UAV declares that a Course is subject to a minimum number of participants and that minimum number of participants is not reached; or (b) a Course cannot be performed due to force majeure or other reasons beyond Hummingbird UAV reasonable control, then Hummingbird UAV may cancel the Course.

4.12. - In the situations set out in clause 4.11, Hummingbird UAV will use its endeavours to notify you about the cancellation at least one week before the Course start date. Any Fees paid by you will be refunded. Any other claims by you will be excluded.

Deferment and Delay

5.1. - You will be charged an admin fee of £100 if you defer a Flight Assessment within 14 days of the agreed original Flight Assessment date. Within 5 working days of the agreed original Flight Assessment date, you will be liable for the entire cost of the flight assessment should you wish to cancel or defer.

5.2. - If, due to force majeure or other reasons beyond Hummingbird UAV 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 Study Materials and/or tuition (either online, face to face or classroom) will be provided by Hummingbird UAV.

6.3. - You acknowledge that Hummingbird UAV operates a zero-tolerance policy in relation to inappropriate behaviour of students. In particular abusive or violent behaviour directed at Hummingbird UAV staff or other students and unfair or dishonest practices including but not limited to cheating, will not be tolerated under any circumstances. Hummingbird UAV 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 Hummingbird UAV premises, any student whose participation in any Classroom Course would, in Hummingbird UAVs reasonable opinion, be undesirable or whose behaviour Hummingbird UAV considers is or may be in breach of these Terms.

6.4. - 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 Hummingbird UAV) that apply at the premises at which Classroom Courses are provided.

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

6.6. - Training will take place at the Hummingbird UAV training premises. Daily schedules of training will correspond with the customary working hours of Hummingbird UAV unless otherwise agreed upon in writing. Hummingbird UAV is responsible for performing the training.

6.7. - If you require a visa to enable you to study with Hummingbird UAV then you are responsible for obtaining the necessary visa and for ensuring that your attendance is satisfactory to meet your visa requirements.

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

6.9. - Your personal possessions are your sole responsibility and Hummingbird UAV 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.

6.10. - If a successful completion of the training requires any test or examination, the test or examination will be made according to the applicable Hummingbird UAV rules. Hummingbird UAV does not warrant that the participant will reach the intended training level, nor does Hummingbird UAV warrant that a participant will pass the exam.

Regulatory and legislative change

7.1. - Certain Courses will periodically be superseded by new legislation or the issue of new regulations. Following the enactment of new legislation or the issue of new regulations, Hummingbird UAV may produce Courses covering the new material. If new legislation or regulations supersedes existing Courses, these may be available for purchase as new Courses.

Warranties

8.1. - Hummingbird UAV will provide the Study Materials in accordance with the Course description that is set out on the Website.

8.2. - Hummingbird UAV expects you to take reasonable care to verify that the Course and Study Materials in question will meet your needs. Hummingbird UAV 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).

8.3. - Hummingbird UAV does not make any representation, guarantee or commitment to you that the Study Materials will be error free.

8.4. - 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

9.1. - 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.

9.2. - Except as set out in these Terms, Hummingbird UAV 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.

9.3. - Save as otherwise set out in this clause 9, Hummingbird UAVs maximum aggregate liability to you for any claims that you may have against Hummingbird UAV for direct loss in contract, tort (including negligence) or otherwise arising out of or in connection with these Terms, the Course and the Study 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.

9.4. - Hummingbird UAV 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 Hummingbird UAVs reasonable control. This condition does not affect your statutory rights.

9.5. - Each provision in this clause 9 shall be construed separately as between you and Hummingbird UAV. 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.

Intellectual property

10.1. - At all times, Hummingbird UAV and/or its licensors, remain the owner of the intellectual property in the Courses and the Study Materials. No Course and/or Study 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 Hummingbird UAV.

10.2. In consideration of receipt by Hummingbird UAV of the Fee, Hummingbird UAV grants to you a non-exclusive, non-transferable licence to use the Study Materials for the sole purpose of studying for the Classroom Course and/or the Online Course.

10.3. - 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 Study Materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Study Materials or create derivative works based on the whole of or any

part, or which incorporate, the Online Study Materials into any software program.

10.4. - Use of the Study Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either Hummingbird UAVs copyright or Hummingbird UAVs other intellectual property rights, and/or the copyright or other intellectual property rights of Hummingbird UAVs licensors.

Data protection

11.1. - Hummingbird UAV 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 Hummingbird UAV of such information in accordance with these Terms and Hummingbird UAV privacy policy. UVAir 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) inform you of feedback and examination results;
- d) communicate with your sponsor regarding your progress, results and attendance;
- e) Hummingbird UAV may share your information with its agents and service providers for these purposes; and
- f) as set out in further detail in Hummingbird UAVs privacy policy.

11.2. - Unless you contact us to request otherwise, you agree that Hummingbird UAV may share the information you provide with other members of the Hummingbird UAV group of companies, who may contact you by email, telephone or post to inform you about other products or services which may be of interest to you.

11.3. - You have the right to receive details of the personal information held by Hummingbird UAV. A fee of £10 will be payable. For more information, please refer to Hummingbird UAVs Privacy Policy.

11.4. In the event that you do not wish to receive marketing correspondence from Hummingbird UAV or any member of the Hummingbird UAV group of companies, a written request or email should be sent to the contact details set out at the end of these Terms.

11.5. - On occasion, we may conduct online surveys. This is used to gauge our service, collect demographic information and other information that we may find useful. We may share non-personal, aggregated information with third parties. You agree to Hummingbird UAV using your information in this manner.

General

12.1. - Hummingbird UAV 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.

12.2. - 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.

12.3. - 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.

12.4. - Hummingbird UAV may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at its discretion.

12.5. - No relaxation or delay by Hummingbird UAV in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by Hummingbird UAV in writing.

12.6. - 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.

12.7. - Any notices required to be served on you by Hummingbird UAV 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 Hummingbird UAVs discretion. Any notices required to be served on Hummingbird UAV by you will be deemed properly served if sent to the address as per clause 13.

12.8. - 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 fax or email is deemed to be given on the day it was sent.

12.9. - The agreement between you and Hummingbird UAV will be concluded in English only.

12.10. - The agreement between you and Hummingbird UAV 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.

12.11. - 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.

Contact us

Hummingbird Helicopters Ltd,
Hangar 3,
Fourth Avenue,
Doncaster Sheffield Airport, DN9 3GE
Email: info@hummingbird-uav.co.uk
Telephone: +44 (0)1302 802221