



Training & Consulting

Terms & Conditions for Training Courses

Terms & Conditions

The following constitute the terms and conditions to which applicants agree when booking any Avia Training & Consulting training or e-learning courses ("Terms & Conditions"). If you are agreeing to these Terms & Conditions not as an individual but on behalf of your company or other legal entity then, "Customer" or "you" or "your" shall refer to such entity and its affiliates, and you represent that you have the authority to bind such entity and its affiliates to these Terms & Conditions and you are binding your company to these Terms & Conditions.

Avia Training & Consulting (as defined in Section 8.1 below) and you shall each be referred to as a "Party" and together as the "Parties" in this Agreement. If you do not have such authority, or if you do not agree with these Terms & Conditions, you must not accept these Terms & Conditions and may not use the documentation, whether printed or available online, provided by Avia Training & Consulting in relation with the training ("Training Material").

Avia Training & Consulting reserves the right to review and update these Terms & conditions periodically at its sole discretion.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM OR REGISTRATION FORM OR BOOKING FORM THAT REFERENCES THIS AGREEMENT, OR BY USING OR ACCESSING 'AVIA TRAINING & CONSULTING' TRAINING MATERIAL, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

Unless otherwise defined in the Contract, the following terms shall have the following meanings throughout the Contract:

(a) "Affiliate" with respect to a party means an entity (including without limitation any individual, corporation, partnership, limited liability company, association or trust) controlling, controlled by or under common control with that party.

(b) "Attendees" means the person(s) who will attend the course and includes person(s) nominated as delegate(s) by Customer to attend the Course.

(c) "Contract" means the agreement between Avia Training & Consulting and Customer for the supply of training as formed by Customer accepting the Training Proposal. The Training Proposal, together with these Terms and Conditions and all other attached documents or documents incorporated by reference constitute the entire terms of the Contract.

(d) "Course" means any of the training course(s) to be supplied by Avia Training & Consulting, its Affiliates or subcontractors to Customer under the Contract.



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- (e) “Course Date” means the date scheduled by Training Provider and accepted by Customer on which the course shall begin; such date may be part of the Training Proposal or may be proposed separately by Customer.
- (f) “Course Price” means the charges set out in the Training Proposal payable by Customer to Avia Training & Consulting for the Course(s). The term ‘Training Fees’ refers to Course Price.
- (g) “Customer” means the entity to which Avia Training & Consulting is providing the training under the Contract. It includes the individual Attendee of a course who completes the registration for the course and pays the course price in full.
- (h) “Terms and Conditions” means these terms and conditions, that form an integral part of the Contract.
- (i) “Training Fees” means the Course Price. It means the charges set out in the Training Proposal payable by Customer to Avia Training & Consulting for the Course(s).
- (j) “Training Proposal” means the formal offer issued by Avia Training & Consulting together with its attachments and any mutually agreed amendments or modifications thereto which may be offered by Avia Training & Consulting to Customer, to which these Terms and Conditions are attached.
- (k) “Training Provider” means ‘Avia Training & Consulting’ issuing the Training Proposal and providing the training

2. BOOKING

2.1. Standard training and e-learning courses can be booked via the Training Registration forms available on the Avia Training & Consulting website. When you submit a booking for an online course, your submission represents an offer to Avia Training & Consulting to book you onto the course you selected. On submission of the face-to-face training course or e-learning course form you will receive an automated summary email of your selection. Avia Training & Consulting will accept your offer by entering your booking onto the Avia Training & Consulting system and sending you an email confirming that you have been booked together with information on starting your learning.

2.2. Custom training engagements can also be contracted through Avia Training & Consulting and shall be governed by Avia Training & Consulting’s Customer Agreement.

3. PAYMENT

3.1 The Course Price does not include any tax or GST. Tax and/or GST, if any applicable, shall be charged in addition to the Course Price at the applicable rate depending on the product and/or customer.



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3.2 The total amount consisting of Course Price and any applicable GST and/or tax can be paid at the point of booking via NEFT, RTGS, Netbanking or other online payment process. Bank account details will be provided separately for each registration where the amount payable will be deposited. In all cases, payment must be received prior to start of training. Please note that if you do not provide accurate details (including type of card and number) or if your credit card company does not authorise payment, your application will be deemed void. Avia Training & Consulting will not accept any liability for costs incurred as a result of applications deemed void in this manner.

4. CUSTOMER OBLIGATIONS

4.1 You shall be solely responsible for ensuring, that each Attendee has the English language level and if applicable, technical knowledge necessary to follow the relevant Course.

4.2 You shall be responsible for making all travel arrangements and for bearing the full costs of all travel, accommodation, meal and other expenses in relation to the Course

4.3 You may not allow anyone else to access the e-training courses via your log-in details. You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided.

4.4 Attendees are required to:

- (i) Use the materials and equipment made available for the Course with the utmost care and diligence;
- (ii) Comply with the rules of conduct on the training premises, in particular with health and safety regulations, and follow any reasonable instructions of the instructor;
- (iii) Refrain from making video and/or audio recordings and from taking pictures on training premises.

4.5 Avia Training & Consulting reserves the right to remove any Attendee from a training course whose behaviour is in any way dangerous, disruptive, offensive or would impede the proper conduct of the Course or otherwise deemed inappropriate by Avia Training & Consulting or its trainers. In these circumstances, Avia Training & Consulting will neither refund any fees nor reimburse any other costs.

4.6 Failure by an Attendee to attend a Course as per the relevant confirmation, for any reason whatsoever, shall not entitle Customer to any Course Price Reduction or any right to demand that the Course be conducted again for the benefit of the absent Attendee(s).

4.7 To provide a continuous check on the consistency and quality of training delivery, all attendees will receive a follow-up email at the end of each class asking to submit feedback in the form of a satisfaction survey. This feedback will be reviewed in detail and will be used to make continuous improvements to class content and delivery.



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5. LIMITATION OF LIABILITY

Avia Training & Consulting does not accept responsibility for anyone acting as a result of information in, or views expressed on, its training courses including course materials. Opinions expressed are those of individual trainers and not necessarily those of Avia Training & Consulting. Participants should take professional advice when dealing with specific situations.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AVIA TRAINING & CONSULTING SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

THE TOTAL LIABILITY OF AVIA TRAINING & CONSULTING, ON ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THE CONTRACT, OR ITS PERFORMANCE OR BREACH, SHALL NOT EXCEED THE COURSE PRICE PAID FOR THE COURSE IN RESPECT OF WHICH THE CLAIM IS MADE.

6. WARRANTY AND DISCLAIMER

Avia Training & Consulting ensures that all our training services are delivered diligently and in a good, timely and professional manner consistent with industry standards. The training services will be performed as described in the individual class agendas. Avia Training & Consulting shall provide such trainers to present the training course as it, in its sole discretion, deems fit and Avia Training & Consulting shall be entitled at any time to substitute any trainer with any other person who, in Avia Training & Consulting 's sole discretion, it deems suitably qualified to present the relevant course.

Avia Training & Consulting does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions.

“Avia Training & Consulting” MAKE NO EMPLOYMENT GUARANTEE WHATSOEVER to any attendee, delegate, student, trainee, customer or any other person or entity.

7. INDEMNIFICATION

Both Parties agree to defend, indemnify, and hold harmless the other Party and its directors, partners, officers, employees, associates and representatives from and against any demands, damages or liabilities including reasonable lawyer's fees arising from a third-party claim that the indemnifying Party caused bodily injury (including death) or damaged real or tangible personal property.



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8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Customer acknowledges that all Training Material is owned by Avia Training & Consulting. All intellectual property rights in all Training Material available, including the design, graphics and text of all printed materials and the audio of all webinars and podcasts, are owned by Avia Training & Consulting. When you are given access to the Training Material, you are granted a non-exclusive, non-transferable, revocable licence to use the Training Material for the training purposes agreed to under the terms of Contract. No Training Material may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without Avia Training & Consulting's prior written permission. Any such use is strictly prohibited.

Customer acknowledges that the training materials provided by Training Provider are protected under copyright law and may not be disclosed to individuals other than the Attendees or used for any purposes other than for the training purposes agreed to under the terms of Contract. Under no circumstances may the whole or any part of the training materials be produced or copied in any form or translated into another language without the prior written consent of Training Provider.

9. POSTPONEMENT, CANCELLATION AND TRANSFER

9.1. Cancellation by customer.

Customer may cancel a confirmed or agreed Course at any time, provided that, in such event, Customer shall pay a cancellation charge equal to twenty-five percent (25%) of the Course Price. The refund, if any applicable, shall be processed in accordance with Avia Training & Consulting policy.

9.1.1 E-Learning. Once you have booked an e-learning course or package the fee is non-refundable. If you cancel any e-learning course or package you will not be entitled to any refund. There is no charge for transferring your booking to the same course on an alternative date provided you notify Avia Training & Consulting in writing not less than 10 days before the start of the training and if there is availability. However, a transfer fee of 20% of the course fee (plus GST, if applicable) will be payable if the notice is received less than ten (10) days before the start of the original course. If you transfer your booking, you will not receive any refund, and you will not be entitled to transfer more than once.

You must make any request to transfer a course in writing, which may be sent by email to: Support@aviatrainingconsulting.com.

9.2. Cancellation by Avia Training & Consulting. Avia Training & Consulting reserves the right to cancel a Course or reschedule a Course Date at any time and for any reasons, including due to insufficient enrolment. In the event of Course cancellation by Avia Training & Consulting, you may elect to receive a full refund of Course Price paid or credit toward alternative class(es). Nevertheless, Avia Training & Consulting will not be responsible for any travel and accommodation reservations made by you.



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9.3 If a training class is cancelled by Avia Training & Consulting due to any Force Majeure Event as defined in Section 10.4, the Customer is entitled to a full class credit which must be used within 6 months of the date of the original class for another class offered by Avia Training & Consulting.

10. Miscellaneous

10.1 The Avia Training & Consulting Terms and Conditions for Training Courses is governed by and operated in accordance with the laws of India. If any of the parties wish to seek legal recourse, it shall be subject to the jurisdiction of courts in New Delhi.

10.2 Contact. Please contact Avia Training & Consulting for any other training questions or requests by emailing: Support@aviatrainingconsulting.com.

10.3 Privacy Policy. All information provided by you under these Terms & Conditions will be treated in accordance with Avia Training & Consulting [Privacy Policy](http://www.aviatrainingconsulting.com) published in <http://www.aviatrainingconsulting.com>.

10.4 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under these Terms & Conditions, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services etc.

10.5 Entire Agreement and severability. This Agreement is the entire agreement between you and Avia Training & Consulting relating to the training and supersedes all prior oral or written communications, proposals and representations with respect to the training or any other subject matter covered by these Terms & Conditions. If any provision of these Terms & Conditions is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.