

## GENERAL TERMS AND CONDITIONS

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### 1. ACCEPTANCE OF THE GENERAL TERMS

By ticking the box "I read and agree with the General Terms and Conditions." during the online ordering process, the customer expressly declares having acknowledged the general conditions of access and use of the services of Aviation English Private School (AEPS) SRL (hereinafter referred to as the "General Terms") and the customer expressly declares to have read, understood and accepted the General Terms in their entirety. Only the General Terms and the other terms and conditions to which they refer to, or indicated in the ordering process, shall apply. The electronic ordering process cannot be pursued without having ticked the box "*I read and agree with the General Terms and Conditions.*" The General Terms will be automatically forwarded to the customer with confirmation of the customer's order by e-mail. This confirmation e-mail includes the order number and a description of the order.

### 2. DEFINITIONS

In these general terms and conditions, the following terms shall have the following meanings, unless otherwise stipulated or the context indicates otherwise:

- Aviation English Private School (AEPS) SRL: the user of these general terms and conditions: registered with the Crossroads Enterprise Bank under number 0540 947 719;
- Customer: any person (consumer or company) who, by using the website, has entered into an agreement with Aviation English Private School (AEPS) SRL;
- Agreement: the agreement between Aviation English Private School (AEPS) SRL and the customer;
- Service(s): the services that Aviation English Private School (AEPS) SRL renders to the customer in the context of the agreement via the website, namely making the online test available;
- Website: the websites <https://www.aeps.aero> and <https://online.aeps.aero> which are managed by Aviation English Private School (AEPS) SRL;
- Test: language proficiency test fully compliant with EASA regulations (FCL.055)
- BCAA: Belgian Civil Aviation Authority
- Candidate: a person who takes or will take a language proficiency test

- LAB: Language Assessment Body

### **3. SERVICE PROVIDER**

Aviation English Private School (AEPS) SRL has its registered office at Rue des Carrières 56D – 7011 Ghlin - Belgium with business registration number 0540 947 719 and VAT number BE 0540 947 719. Tel.: 00 32 (0) 65 843 783 accessible between 10.00 - 12.00 and 14.00 - 17.00 CET/CEST during working days of the week. E-mail: [contact@aepe.aero](mailto:contact@aepe.aero).

### **4. GENERAL**

These general conditions are applicable to all services offered on the website and to every agreement between Aviation English Private School (AEPS) SRL and the customer. Any deviations from these general terms and conditions are only valid if expressly agreed in writing or electronically. If one or more of the provisions in these general terms and conditions should become invalid or void, the remaining provisions of these general terms and conditions remain fully applicable. Aviation English Private School (AEPS) SRL and the customer will then enter into negotiations with a view to agreeing new provisions to replace the invalid or void provisions, whereby to the extent possible, the purpose and intent of the original provision shall be taken into consideration.

### **5. OFFER**

All offers are without obligation, unless otherwise indicated.

Images, prices and further details provided by Aviation English Private School (AEPS) SRL are subject to change and are not binding upon. Aviation English Private School (AEPS) SRL is not bound by its offer if there are printing, typesetting or programming errors in its mailings or on the website.

The range of tests on offer on the website may be changed at any time without prior agreement of the customer.

### **6. MINIMUM AGE OF ACCESSING THE SERVICES**

The customer declares to be at least 18 years old and to have the legal capacity to conclude a contract. If the customer is younger, he declares to hold the consent or the permission of his parent(s) or of a guardian allowing him to place an order on the website.

### **7. PRICES**

The prices listed on the websites are in Euros.

Aviation English Private School (AEPS) SRL reserves the right to adjust its prices from time to time.

## **8. RIGHT OF TERMINATING THE CUSTOMER'S ORDER**

Due to the fact that the services can be directly used after the customer's payment, the customer is not entitled to cancel or terminate his order. The customer is well informed and the customer expressly agrees that this immediate access to the services ordered by the customer denies the customer the right to withdraw usually imposed by the regulation on consumer protection. No request for reimbursement will be accepted unless the customer proves that he was unable to successfully have access to the services ordered by him due to a technical problem on the website.

## **9. LOG-IN CODES AND DATA**

All data provided to Aviation English Private School (AEPS) SRL by the customer during the ordering process must be correct and complete. The usernames and passwords needed to log in to the websites are strictly private and confidential and must not be shared with others. Aviation English Private School (AEPS) SRL can in no way be held liable for the loss of the log-in codes by the customer. Neither can Aviation English Private School (AEPS) SRL be held responsible if unauthorized third parties use the customer's log-in codes. The customer is liable for all damages to Aviation English Private School (AEPS) SRL consequential upon abuse of the log-in codes, including loss of income.

## **10. LICENSE**

The test cannot be downloaded. The test is placed at the customer's disposal via the website. The customer obtains a non-exclusive and non-transferable license to use the test. The license is for personal use only. The license is granted for a once time payoff. The license shall commence the moment the customer has received the confirmation of order via the e-mail from Aviation English Private School (AEPS) SRL. If Aviation English Private School (AEPS) SRL suspends or terminates its business activities or the company is dissolved, then the license shall end. The license shall end on its expiry date or at the latest six months after the customer has been notified of the suspension or termination of the business activities or the dissolution of the company. The customer will be notified in writing or by e-mail of the termination of the license and of the termination date.

## **11. TRANSFERABILITY**

The license is not transferable. The customer is not allowed to sell the test, to hire, sub license, alienate or grant limited rights to it or in any way whatsoever or for any purpose whatsoever to make it available to a third party or to grant a third party access to the test remotely or otherwise.

If, in breach of the provisions of the preceding clause, the customer grants a third party unauthorized use of the test, Aviation English Private School (AEPS) SRL shall recoup the full extent of damages suffered as a result of the violation of the preceding clause, from the customer.

## **12. OBLIGATIONS OF THE CUSTOMER**

The customer must himself ensure the proper functioning of the equipment and Internet connection needed to gain access to the services provided by Aviation English Private School (AEPS) SRL.

The customer must prevent any unauthorized person from gaining access to, using or copying the test.

The customer is not permitted to use the test in such a way that damage may be caused to the test and/or to any third party or that its availability may be interfered with.

The customer shall maintain the attitude and behaviour in conformity with that which may be expected of a responsible and careful Internet user.

The customer is at all times responsible for the use of his account on the website.

The customer is not allowed to use the test for a purpose other than that for which the test has been placed at the customer's disposal.

The customer cannot lay claim to any updates and/or renewals and/or additions to the test. The customer shall accept the test as it is.

The customer shall indemnify Aviation English Private School (AEPS) SRL against all claims by third parties for damages or otherwise, arising in any way from the use of the test or the Internet, or from the failure to fulfill his obligations arising from these general terms and conditions.

If the customer fails to abide by his obligations to Aviation English Private School (AEPS) SRL or makes improper use of the log-in codes or the website, then Aviation English Private School (AEPS) SRL is entitled at all times to block or deny access to the website, without prejudice to entitlement of Aviation English Private School (AEPS) SRL to full compensation. Aviation English Private School (AEPS) SRL shall promptly inform the customer hereof.

## **13. PAYMENT**

Payment for the test may be made in the ways stated on the website.

No services will be accessible as long as the customer's payment has not been made and received by Aviation English Private School (AEPS) SRL.

The customer may pay for the customer's order in such way:

- By credit card: Visa - MasterCard - American Express, through the Worldline website
- By bank transfer

Aviation English Private School (AEPS) SRL is, in no case, liable for any problems the customer might encounter when the customer make transactions with these payment or telephone companies. Only the said payment sites will give the customer access to their sites and will inform the customer by e-mail on the success or failure of the payment

procedure. Aviation English Private School (AEPS) SRL does not accept any other method of payment, e.g. postal cheques.

## **14. COMPLAINTS**

Complaints about the websites or about the services may be reported by e-mail ([contact@aeps.aero](mailto:contact@aeps.aero)), within 3 calendar days at the latest.

The customer should describe in detail the problem identified.

The liability of Aviation English Private School (AEPS) SRL, in cases where it is established, is strictly limited to taking appropriate action that it deems appropriate or necessary. Aviation English Private School (AEPS) SRL will treat the matter as quickly as possible, during business hours.

If resolution of a complaint is unfortunately not possible within the period of 30 days, the customer will be informed of the extent of the delay.

## **15. DISPUTES**

AEPS uses the feedback/dispute/complaint form available in Annexes VIIa/b/c/d of its Operations Manual for the correct initiation, follow-up and closure of a request for feedback, a dispute, or complaint by a candidate. Here are the general conditions for disputes/complaints management, regarding language proficiency assessments:

1. Each candidate will be informed correctly regarding the dispute/complaint procedure, by AEPS: the candidate has a right to feedback and can, when using the correct procedure, enter in dialogue with AEPS to offer suggestions for the benefit of all language assessment stakeholders.
2. When a dispute arises, the candidate will be invited to fill out a standard AEPS-feedback/dispute/complaint form regarding language proficiency assessment and send it to AEPS address (or transfer it via softcopy)
3. BCAA is NOT to be included in these proceedings. Any inclusion of BCAA services in disputes/complaints, the candidate will be reoriented to AEPS.
4. AEPS will deal INTERNALLY with the dispute/complaint. The CMM of AEPS has the overall responsibility over the initial phase of STAGE 1: the request for feedback. The CMM will gather information regarding the assessment and provide feedback to the candidate regarding the way in which the assessment was performed and which aspects of the language assessment contributed to the decision of the overall result. This is a basic first analysis of the language proficiency assessment as is intended to assist the candidate in a future re-assessment.
5. If the issue of the candidate with one or more aspects of the language proficiency assessment is of more serious nature, or the answer provided by the CMM does not solve the difference in opinion between AEPS and the candidate, the candidate is invited to launch a dispute/complaint procedure (STAGE 2).
6. Stage 2 of the appeal procedure will be handled by the AM (Accountable Manager) of AEPS. The AM is to use all assets available, to perform an in-depth analysis of the circumstances and content of the disputed language proficiency assessment. These

may be: Interviews of the assessors, or the candidate, review of the assessment video file by a second team of assessors, negotiation with post holders within AEPS, review of AEPS's Operations Manual or the BCAA Procedure Manual for Language Proficiency.. The AM should take into account all aspects, to establish a full analysis of the circumstances leading up to the complaint of the candidate.

7. Taking into consideration all the available information, the AM should make a documented decision that is to be communicated to the candidate, using the feedback/dispute/complaint form.

## **15. LIABILITY**

Aviation English Private School (AEPS) SRL shall not be liable for any damage caused by the temporary unavailability of the ordering system, lack of accessibility or removal of its websites for maintenance or otherwise.

The information and services appearing on the websites may contain technical inaccuracies and/or typographical errors. All information and data on the websites have been compiled with the utmost care. It is always possible, of test, that there are inaccuracies and/or omissions on the websites. Aviation English Private School (AEPS) SRL is not liable for damages resulting from inaccuracies and/or omissions, problems caused by or inherent in the use of the websites, interruption or suspension of the services, or technical faults.

Aviation English Private School (AEPS) SRL does not guarantee that the websites shall at all-time be accessible without interruptions or breakdowns. Aviation English Private School (AEPS) SRL strives to keep the services accessible 7 days a week, 24 hours a day, but may interrupt access, inter alia for maintenance, updating and/or any other technical reason.

Aviation English Private School (AEPS) SRL is not liable for damages of any kind whatsoever resulting from Aviation English Private School (AEPS) SRL acting on the basis of any incorrect and/or incomplete data provided by the customer.

Aviation English Private School (AEPS) SRL shall never be liable for indirect damages, including consequential damages. If Aviation English Private School (AEPS) SRL is to be liable for any damage, then its liability is limited to the amount of the payout made by Aviation English Private School (AEPS) SRL's insurer. If, in any case, the insurer does not proceed to a payout or if the damage is not covered by the insurance, then the liability of Aviation English Private School (AEPS) SRL shall be limited to the invoice amount, or at any rate to that portion of the agreement to which the liability relates. The website may contain links to other websites. Aviation English Private School (AEPS) SRL cannot exercise permanent monitoring of those other websites, nor accept any responsibility with regard to their content.

Aviation English Private School (AEPS) SRL cannot be held liable for this content. Aviation English Private School (AEPS) SRL cannot be held liable if the contents of the services are not complete, correct, accurate, precise, reliable, up-to-date or relevant.

Aviation English Private School (AEPS) SRL do not guarantee the chances of academic success (exams, tests, etc.) by using the services.

Aviation English Private School (AEPS) SRL will in no case be liable in any manner whatsoever for any direct or indirect damages, even if there is no injury, of (a non-exhaustive list):

- The introduction of computer viruses spread via the Internet;
- Damage caused by computer pirates or hackers;
- The partial or total, temporary or permanent, interruption of access to the website or to the services and operation of the website;
- A computer crash;
- Navigation problems, viruses or slowness of the server;
- The downloading, on the website or from the website, of a file damaging the customer's computer equipment or causing loss of data.

## **16. FORCE MAJEURE**

The Parties are not liable for failure to fulfil any contractual obligation (except delay of payment) which is due to events of force majeure which are out of their control, and which they could not have been expected to foresee when the agreement was signed or prevent or overcome, even if the event does not make execution of the agreement impossible but merely substantially more difficult or more expensive. Force majeure includes war, civil war, invasion, act of foreign enemies, hostilities, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, lockout, fire, strike, labour dispute, accident sickness, natural disaster, destruction of plants or equipment, computer bugs, changes in IT environments, general lack of supplies or means of transport, delay or failure to fulfil obligations on the part of the suppliers or subcontractors of Aviation English Private School (AEPS) SRL.

In such circumstances, the defaulting Party must inform the other Party of the situation in writing as soon as possible. The Parties' obligations which are impossible to fulfil because of force majeure can be temporarily suspended or renegotiated. Should the case of force majeure lasts more than 3 months, the agreement will automatically be terminated or rescinded, without any compensation, unless otherwise agreed by the Parties.

## **17. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights and similar rights to protection of information related to the test (including standard adjustments and updates), the website, databases, documentation, equipment or materials belong exclusively to Aviation English Private School (AEPS) SRL. The customer is not allowed to remove, alter or render unrecognizable any designation concerning the confidential nature or concerning copyrights, trademarks, trade names or other intellectual property rights in the test, the website, databases, documentation, equipment or materials. The customer is not allowed, in any case, to sell, assign, distribute, reproduce, publish in any medium whatsoever, modify, decompile, withdraw the name of Aviation English Private School (AEPS) SRL, imitate, translate, copy, exploit in any manner whatsoever and by anyone, without prior written consent of Aviation English Private School

(AEPS) SRL. In no way whatsoever and for no purpose whatsoever is the customer entitled to make copies of the test. Aviation English Private School (AEPS) SRL is allowed to take and maintain technical measures to protect the intellectual property rights to the test. Without the prior written or electronic consent of Aviation English Private School (AEPS) SRL, the customer may not copy, forward, distribute, reproduce or publish any information, texts, logos, brands, trade names and images he has obtained through the website.

Aviation English Private School (AEPS) SRL remain the sole and unique owner of all information available on the website (content, data, articles, files, icons, illustrations and original images, photos, diagrams, etc.), of software, source codes, applets and other elements of the website, as well as trademarks, trade names, domain names, logos, etc. therein. However the customer is authorized to create, without prior consent from Aviation English Private School (AEPS) SRL, surface linking that refers to the homepage of the website or to any webpage of the website. But the use of any techniques to include all or part of this website by masking even partially the exact origin of the information or by confusing the origin of the information (such as framing or in-lining), requires the prior written permission of Aviation English Private School (AEPS) SRL. Any infringement of intellectual property rights may lead to legal proceedings.

## **18. CONFIDENTIALITY**

Both parties are obliged to maintain secrecy about any confidential information that they have received from each other or from another source in the context of their agreement. Information is deemed confidential if it has been imparted by the other party or if it arises from the nature of the information. The party receiving confidential information shall only use it for the purpose for which it was provided.

## **19. PRIVACY STATEMENT**

In order to pass a valid language proficiency assessment on the Belgian territory or for endorsement of language proficiency on a Belgian license, the Belgian CAA demands that (at least a part of) the assessment would be recorded on audio-visual media. This is for reasons of identification of the candidate, proof of examination and for reproduction purposes in case of disputes of the content and outcome of the assessment. Neither the recording, nor the data forthcoming from the recording may be shared by Aviation English Private School (AEPS) SRL with third parties. Only the Belgian CAA and Aviation English Private School (AEPS) SRL have the right to view and analyze the recordings. The recordings must be kept for a period of 5 years by Aviation English Private School (AEPS) SRL, after which they are erased in a standardized fashion.

## **20. NEWSLETTERS**

By registering on the website <https://online.aeps.aero> or <https://www.aeps.aero> of Aviation English Private School (AEPS) SRL, the customer expressly agrees to receive newsletters regularly in the customer's e-mail box. Aviation English Private School (AEPS) SRL promises however not to send the customer more than two newsletters per month. In each newsletter the customer will be able to access an URL webpage, which will allow him to unsubscribe at



any time in order to stop receiving newsletters thereafter. Unsubscribing will be free and with immediate effect.

## **21. PERSONAL DATA**

The customer expressly agree that the personal / private data (linked to the customer as an individual) that the customer enter on the order form of the websites or that the customer provide when the customer interact with Aviation English Private School (AEPS) SRL (by phone, e-mail, etc.) are used by Aviation English Private School (AEPS) SRL to process the customer's order(s) and to customize and enhance communication i.e. through newsletters or e-mails that the customer expressly agree to receive. Aviation English Private School (AEPS) SRL undertakes not to use the customer's personal data for purposes other than what is provided in this paragraph.

Careful handling of personal data of customers is very important to Aviation English Private School (AEPS) SRL. With regard to the processing of such data, Aviation English Private School (AEPS) SRL acts in accordance with the applicable legislation and regulations.

Aviation English Private School (AEPS) SRL will not disclose the personal data of the customer to third parties unless one of the exceptions listed in the General Terms applies.

Aviation English Private School (AEPS) SRL shall be allowed to disclose the personal data of the customer to a third party:

- if the customer has given his explicit consent for this;
- in the context of a statutory requirement or judicial procedure;
- to protect the rights or property of Aviation English Private School (AEPS) SRL;
- to prevent a crime or to protect the security of the nation;
- in case of suspected fraud or other illegal activities;
- to protect the personal security of other customers;
- if it is necessary for the service to be provided by Aviation English Private School (AEPS) SRL

To prevent access to the personal data of the customer by unauthorized individuals, Aviation English Private School (AEPS) SRL has taken various security measures, including measures against unauthorized access, use, alteration, unlawful or accidental destruction and accidental loss of personal data.

The customer's data and other information are stored by Aviation English Private School (AEPS) SRL and are available to the customer at any time and for free, on demand and without any justification, at the address and contact information mentioned in Article 3 of the General Terms. The customer has the right to require any modification, amendment or withdrawal of the customer's personal data from database of Aviation English Private School (AEPS) SRL, and the immediate cessation of receiving any further e-mails and/or other communication from Aviation English Private School (AEPS) SRL.

## **22. CUSTOMER REFERENCE**

If the customer is a business company or a public institution, the customer expressly permits Aviation English Private School (AEPS) SRL to quote, as a reference, the customer's name on any medium whatsoever (brochure, website, booth, poster, etc.) without compensation by any counterpart.

## **23. APPLICABLE LAW AND COMPETENT COURT**

Any agreement between Aviation English Private School (AEPS) SRL and the customer shall be governed by Belgian law. All disputes which may arise between parties will be settled exclusively by the competent court in Belgium within whose jurisdiction the place of business of Aviation English Private School (AEPS) SRL is located.