

Terms & Conditions

Please read these Terms carefully before purchasing a Course and print off a copy for your records.

1. INTRODUCTION

Drone Masterclass (“DM”) is a trading name of TCMC Crowded Space Ltd, a registered company with number NI634755 with a registered address of 4 Massey Green, Belfast, BT4 2LG.

TCMC Crowded Space Ltd is registered for VAT in the UK with VAT Number GB 234183522. All advertised prices include VAT and a appropriate VAT invoice will be issued to Customers.

This document sets out the terms and conditions of trade between you (“the Customer”) and us (“DM”) as the Supplier.

By placing an order, you are confirming your agreement to be bound by these Terms.

DM is a Recognised Assessment Entity (RAE) of the Civil Aviation Authority (CAA) in the United Kingdom. This authorises them to deliver and assess General Visual Line of Sight Certificate (GVC) and A2 Certificate of Competency (A2CofC) qualifications for persons seeking to legally fly certain types of drones legally within the UK.

Training for these qualifications is delivered online via a Learner Management System (LMS). When you purchase a course from DM, you will be required to access each module from the LMS and complete it at your own pace.

At the end of the course, the Customer may be required to complete an examination to published standards. This will be invigilated and marked remotely.

In the case of qualifications where a practical assessment of their skills in piloting a drone is required to obtain a pass mark, the customer will be required to attend one of our testing locations across the United Kingdom to undertake their practical assessment.

2. ORDERING PROCEDURE

Unless otherwise agreed with DM in writing, all course bookings will be made via the Website.

When you place an order for a Course you are offering to purchase that Course on these Terms and Conditions

Following receipt by DM 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 DM.

A legally binding agreement shall not come into existence until DM has accepted your offer to purchase a Course by sending you an order acceptance confirmation email or written order.

DM reserves the right to decline or cancel your order, or any part of your order.

Where your order consists of multiple Courses, each individual Course will be treated by DM as a separate offer to purchase.

Acceptance of your offer to purchase one or more of the Courses will not be an acceptance by DM of your offer to purchase any other Courses which make up your order.

DM reserves the right to withdraw at any time Courses advertised for sale on the Website.

3. PAYMENT TERMS

The Fee for any Course at any given time will be displayed on the website and/or will be notified to you by DM. Payment shall be made in pounds sterling, including VAT and any Additional Charges.

When purchasing a course on the website, the Fee including 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.

DM will debit the Fee from your credit card or debit card immediately after you place an order for a Course. Your order will be confirmed only upon receipt of the Fee in cleared funds by DM and will be subject to acceptance of your offer to purchase by DM in accordance with contract section 2.

Delivery of the Course is contingent upon DM having received cleared funds from the Customer in respect of the Fee for the relevant Course.

Without prejudice to DM's rights and remedies under these Terms, if any sum payable is not paid in cleared funds on or before the due date, or is later withdrawn or denied in any way, DM reserves the right, forthwith and at its sole discretion, to suspend the provision of training to you and refuse you entry to the relevant Course.

No Study Materials will be made available unless DM has received full payment in cleared funds from the Customer in respect of the related Fee.

DM reserves the right to recover any reasonable debt collection costs in connection with these Terms.

4. ORDER CANCELLATION

The Distance Selling Regulations 2000, apply to online purchases through this website.

Under these the Customer has 14 days from the date of purchase to change their mind, cancel their purchase and request a refund. DM will make such refunds to the payment card used to book the course with 5 days of receiving a cancellation request.

However, in making a purchase on this site, the Customer accepts that once they have accessed, downloaded or streamed any of the training content they immediately waive their 14 day right to cancel.

5. COURSES

Please see the description of the Course on the website for details of the contents of the available Courses. Each online package is designed as a full and comprehensive training package which should allow the customer, with reasonable study, to achieve a pass in the examination.

DM may at its reasonable discretion and without liability or an obligation to refund Fees, refuse to supply any Course to any customer and may refuse to admit to, and may remove from any DM premises, any customer whose participation in any Course would, in DM's reasonable opinion, be undesirable or whose behaviour DM considers is or may be in breach of these Terms.

If a successful completion of the training requires any test or examination, the test or examination will be made according to the rules set by the regulatory body and by DM.

DM does not warrant that the Customer will reach the intended training level, nor does DM warrant that a participant will successfully pass any examinations or practical assessments.

6. SUPPORT FOR CUSTOMERS

Except as set out in the description of the Course on the Website, no additional Study Materials and/or tuition (either online, face to face or classroom) will normally be delivered by DM and such material will normally be necessary to allow the customer to pass the examination.

On some courses, as notified on the Website, additional tutor support is available.

If a customer fails an examination or practical assessment, they will be offered a one-to-one discussion with a tutor who will explain areas in which they failed. They will then be offered one further attempt to undertake the examination or assessment free of charge.

Where a Customer has a disability that may inhibit their full participation in the training or impact on their ability to undertake the assessment, they should contact DM by email in the first instance setting out the details. This should be done at the earliest possible point. DM will then contact the customer and, with the rules set by Regulators, may agree "reasonable adjustments" to assist them in completing the training. All of this process will be carried out in total confidence and with respect to the customer's privacy.

DM operates a full internal appeals system which will be notified to customers enrolled on courses.

7. INTEGRITY OF TRAINING

DM is a professional and honest training company. The courses we offer are important for public safety and are delivered to the highest standards. To ensure this and the integrity of Pilot Authorisations

- On first registration for a Course the Customer will be required to produce photographic proof of identity and address
- On sitting any examination or practical; assessment, the Customer will again be required to show photo ID to the invigilator or the Assessor to confirm that they are the registered customer
- Examination and Practical tests are carried out to standards agreed with Regulators. Customers must ensure that they are able to comply with examination standards prior to starting any examination. Failure to comply with those standards may result in the examination being halted by the Invigilator. The customer may then be required to start again with an different examination paper.

- Where the Invigilator or Assessor detects a serious breach of integrity including any attempt to cheat in an examination or assessment DM may, at its absolute discretion, end the process and refuse to allow the Customer to continue in training. In such cases all fees paid will be forfeit

8. ADDITIONAL CHARGES

DM aims to offer simple, clear fully inclusive pricing for all its products. DM will endeavour to be as flexible as reasonably possible in responding to changes. However situations may arise where an additional charge is required. These are :

Item	When	Additional Fee
Customer Cancels Examination and reschedules	Within 7 days of booked date	£15
Customer Cancel Practical Assessment	Within 7 days of booked date	£75
Customer needs to sit third or further attempt at examination (I.e., after original examination and one free resit)		£25
Customer needs to re-sit Third or more Practical Assessment (I.e., after original assessment and one free further assessment)		£75

If, due to force majeure or other reasons beyond DM's reasonable control (including where the instructor or assessor is ill or there is an IT system failure or weather precludes flying), the Course Examinations or Assessments cannot be performed at the agreed date, then the Course will be performed on the next possible date agreed between the Customer and DM.

9. REGULATORY AND LEGISLATIVE CHANGES TO COURSES

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, DM may produce new or revised Courses covering the new material.

If new legislation or regulations supersedes existing Courses, these may be available for purchase as new Courses.

DM do not provide any provision to the Customer that, following completion of a course, updated versions of the course will be made available to the Customer without charge.

10. WARRANTIES

Responsibilities of the Customer

In purchasing a course, the Customer accepts that they understand the requirements for the course and the nature of the course they are purchasing.

The Customer confirms that they have understood and complied with any resources or equipment they need to undertake the course. This includes;

- (i) A computer system with internet access that will allow them to reasonably complete the modules, some of which have video segments
- (ii) A functioning web camera installed.
- (iii) Functioning microphone & speakers or headset
- (iv) A functioning installation of Zoom Web Conferencing software
- (v) A functioning and appropriate make and model of drone for any practical flight assessments

Responsibilities of DM

DM will make every reasonable effort to agree with customers' appropriate dates for examinations and practical assessments.

DM will provide the Study Materials in accordance with the Course description that is set out on the website.

DM requires the Customer to take reasonable care to verify that the Course and Study Materials in question will meet your needs.

DM 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).

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

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.

11. LIABILITY LIMITATION

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.

Except as set out in these Terms, DM 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:

- (i) indirect or consequential losses;
- (ii) loss of income or revenue;
- (iii) loss of business;
- (iv) loss of anticipated savings; or
- (v) loss or corruption of data.

Save as otherwise set out in this clause, DM maximum aggregate liability to you for any claims that you may have against DM 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 payment which has been paid, or is payable, by you or on your behalf.

DM 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 DM reasonable control.

This condition does not affect your statutory rights.

12. INTELLECTUAL PROPERTY

At all times, DM, 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 DM.

In consideration of receipt by DM of the payment, DM grants to you a non-exclusive, non-transferable licence to use the Study Materials for the sole purpose of studying for the course.

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 part of the Learner Management System or Study Materials

Use of the Study Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either DM copyright or intellectual property rights.

13. GDPR & DATA PROTECTION

DM 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 DM of such information in accordance with these Terms and Privacy Policy.

DM will fully comply with the Data Protection Act and General Data Protection Regulations in connection with the handling, storage and deletion of any personal data about the Customer.

DM are registered with the Information Commissioners Officer.

DM 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) DM may share your information with its agents and service providers for these purposes; and
- f) as set out in further detail in Privacy Policy

Unless you request otherwise, you agree that DM may share the information you provide with other trusted affiliates who may contact you by email, telephone or post to inform you about other products or services which may be of interest to you.