

Redline Aviation Security Ltd (Redline) - Standard Service Terms and Conditions

1. Definitions and Interpretation

1.1 In this Contract:

Fees: the fees for the Services as set out in the Proposal;

Insolvency Event: where a person ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the section 123 of the Insolvency Act 1986, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction;

IPRs: patents, trademarks, trade names, rights in designs, copyright (including rights in computer software) and moral rights, know-how, confidential information, and other intellectual property rights, in each case whether registered or unregistered and including applications and the right to apply for registration of any such rights.

Proposal: the form to be used to procure the Services as set out overleaf or attached to the email sending out the Proposal;

Services: those services to be provided to the Customer under this Contract, including any deliverables, as set out in the Proposal; and

Redline IPR: all IPRs arising out of or in connection with the Services, including all confidential information, software and documentation, including training materials.

1.2 The word **including** is by way of illustration and emphasis only and does not operate to limit the generality or extent of any other words or expressions.

2. Supply of Services and Customer Obligations

2.1 Redline shall (i) in consideration of payment of the Fees by the Customer in accordance with this Contract, provide the Services to the Customer in accordance with this Contract; and (ii) use reasonable endeavours to meet any delivery dates specified in the Proposal but any such dates shall be estimates only and time for performance of the Services shall not be of the essence. The duration of the Services and/or licences to use the Redline IPR will be set out in the Proposal. Any rights the Customer has to cancel the Services, including any cancellation charges that apply, are set out in the Proposal.

2.2 In respect of Services that relate to training courses, in the unlikely event it becomes necessary for Redline to change training courses (in whole or in part) Redline will inform the Customer as soon as is reasonably possible. The Customer shall then be entitled to (i) accept the changed arrangements; (ii) purchase another date from Redline (and pay or receive a refund in respect of any differences); or (iii) cancel the training course and receiving a full refund of all Fees paid.

2.3 In respect of Services that relate to training courses, if a delegates' behaviour (i) is deemed to be unacceptable by Redline; or (ii) causes damage to any Redline property, Redline may terminate the course (without further liability or obligation to the Customer) and the delegate may be asked to leave Redline premises.

2.4 In respect of training material provided to the Customer, the Customer shall be responsible for maintaining the material in accordance with applicable regulatory updates.

2.5 The Customer shall (i) co-operate with Redline in all matters relating to the Services, including complying with its obligations set out in the Proposal; (ii) in a timely manner, provide Redline all documents, information, items and materials in any form (whether owned by the Customer or a third party) reasonably required by Redline in connection with the Services and ensure that they are accurate and complete; (iii) provide Redline, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data, staff, equipment and other facilities as reasonably required by Redline to provide the Services; (iv) where training is to be delivered, ensure that Customer delegates have undergone relevant pre-employment or background checks and that they are authorised to receive the training in accordance with EU legislation no 2015/1998 Chapter 11.1.5; (v) provide a safe working environment for all Redline employees when on their site and inform Redline of all health and safety and security requirements that apply at the Customer's premises; (vi) ensure that

all of the Customer's equipment that Redline employees will have access to is in good working order and suitable for the purposes for which it is used and conforms to all relevant UK standards or requirements; (vii) when on Redline's premises, ensure that its staff comply with all health and safety and security requirements; and (viii) ensure that it does not do, or allow to be done, anything which would hinder or restrict Redline from performing any of its obligations under this Contract.

2.6 The Customer shall comply with anti-bribery and anti-corruption laws and regulations, including the U.K. Bribery Act 2010 and not to engage in any activity, practice or conduct which would constitute an offence under those laws and regulations. The Client agrees to promptly report to RAS any request or demand which if complied with would amount to a breach of either this Contract or its bribery policy and/or procedures.

2.7 The Customer shall not at any time during the term of this Contract and for a period of 12 months after the termination or expiry of this Contract, directly or indirectly solicit or entice away from Redline or employ or attempt to employ any person who is, or has been, engaged as an employee of Redline in the provision of the Services.

3. Fees and Payment

3.1 The Customer will pay all Fees in accordance with the Proposal or as stated in Redline's invoice. Unless stated otherwise in the Proposal or Redline's invoice, the Fees shall be exclusive of VAT and the Customer will pay Redline any VAT properly chargeable on the Services provided pursuant to this Contract.

3.2 If the Customer fails to make any payment by the due date, then, without limiting Redline's other rights and remedies (i) Redline may suspend performance of the Services (or any part thereof) until payment has been made in full; and/or (ii) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

3.3 All payments due to Redline under this Contract must be paid in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Redline may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Redline to the Customer.

4. Cancellation and Refunds

4.1 All cancellations and rescheduling requests for classroom training and consultancy services received fewer than 29 calendar days to the date of delivery will be subject to a cancellation charge.

4.2 All cancellation charges are calculated from the day written notification (post or email) is received by Redline.

4.3 Cancellation and rescheduling charges as a percentage of the agreed fee for the services are as follows:

Cancellation Notice	Fee Payable	Third Party Fee Payable
29 days or greater	0%	100%
28-14 days	50%	100%
13-7 days	75%	100%
7 days or fewer	100%	100%

4.4 Third party non recoverable costs include, but are not limited to airfares, rail tickets, hotel bookings, etc.

4.5 Refunds will not be provided for Elearning courses; however, in the event where a client identifies they have purchased the incorrect course before completing it they will, on request, be transferred to the correct course with any variation in fee applied.

5. IPRs

5.1 All IPRs in the Redline IPR shall be owned by Redline or its third party licensors and the Customer shall have no rights in or to Redline IPR other than the right to use it in accordance with the terms of this clause.

5.2 In consideration of payment of the Fees by the Customer in accordance with this Contract and subject to clause 5.3, Redline hereby grants to the Customer a limited, non-exclusive and non-transferable licence during the term of this Contract to use Redline IPR only to the extent necessary and for the purpose of receiving the Services, and for no other purpose whatsoever. The number of users granted a licence in respect of the Redline IPR will be set out in the Proposal.

5.3 The Customer shall not (i) use the Redline IPR (or any part thereof) other than as specified in clause 5.2 without the prior written consent of Redline, and the Customer acknowledges that additional fees may be payable on any change of use approved by Redline; (ii) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Redline IPR in whole or in part except to the extent allowed by any applicable law which is incapable of exclusion by this Contract; (iii) sub-license, assign or novate the benefit or burden of this licence in whole or in part; (iv) remove, alter, suppress, destroy or modify in any way any proprietary marking on or in the Redline IPR (or any part thereof); or (v) import, export or re-export directly or indirectly the Redline IPR (or any parts thereof).

6. Confidentiality and Data Protection

6.1 Neither party shall disclose to any person any confidential information concerning this Contract, the business, affairs, customers, clients or suppliers of the other party except that a party may disclose the other's confidential information (i) to its employees and advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract provided that it ensures that such employees and advisers to whom it discloses the other's confidential information comply with this clause; and (ii) as may be required by law, court order or any governmental authority.

6.2 Unless agreed otherwise in the Proposal, any personal data that Redline processes in providing the Service shall be processed by it as a controller and in accordance with the Data Protection Act 2018.

7. Limitation of Liability

7.1 Redline does not limit or exclude its liability in respect of (i) death or personal injury caused by its or its employees negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability (including statutory liability) to the extent it is not lawfully permitted to limit or exclude it.

7.2 Subject to clauses 7.1 and 7.3, Redline's total liability for all claims arising under or in connection with this Contract whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, howsoever arising shall be limited to the Fees paid under this Contract.

7.3 Subject to clause 7.1, Redline shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for (i) loss of business, revenue, profits, contracts, goodwill or anticipated savings; (ii) damage to reputation; (iii) loss or corruption of data; or (iii) indirect, special, exemplary, punitive or consequential loss or damage, whether or not such losses were within the contemplation of the parties at the date of this Contract.

7.4 Redline shall not be liable to the Customer because of any delay or failure to perform its obligations under this Contract because of an event beyond Redline's reasonable control including strikes, lock-outs or other industrial disputes (whether involving the workforce of Redline or any other party), failure of a utility service or transport network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation, accident, fire, flood or storm.

7.5 Redline warrants to the Customer that (i) the Services will be provided using reasonable skill and care; and (ii) UK Department for Transport (DfT) aviation security courses are compliant in all material respects with directions issued by the UK DfT / Civil Aviation Authority pursuant to the Aviation Security Act 1982 (as the same may be amended, revised, supplemented or substituted from time to time) and all applicable rules, including EU Commission Regulation (EU) (latest version), and SCD(A) (latest version), and contents of the DfT / CAA training syllabus (latest version). Except as expressly stated in this Contract, all warranties and conditions, whether express or implied by statute, common law or otherwise, are hereby excluded to the extent permitted by law.

7.6 If any limitation or provision contained or expressly referred to in clause 7 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted in accordance with clause 9.5. If any of the exclusions in clause 7.3 are found to be invalid, illegal or unenforceable by a court of competent jurisdiction,

Redline's aggregate liability to the Customer for such shall be subject to the financial limit set out in clause 7.2.

8. Termination

8.1 Without prejudice to any other termination rights set out in this Contract, a party may terminate (in whole or in part) this Contract with immediate effect by giving written notice to the other party if the other party (i) commits an irremediable material breach of this Contract; (ii) commits a remediable material breach of this Contract (including clause 4) and fails to remedy such breach within 28 days after being notified to do so; or (iii) undergoes an Insolvency Event.

8.2 Without limiting Redline's other rights or remedies, Redline may terminate this Contract or suspend provision of the Services or licence to use the Redline IPR with immediate effect by giving the Customer written notice if the Customer fails to pay any amount due under this Contract on its due date and fails to pay all outstanding amounts within 7 days after being notified to do so.

8.3 On expiry or termination of this Contract (i) the Customer shall immediately pay to Redline all outstanding unpaid invoices and any other sums due to Redline under this Contract; (ii) the Customer shall promptly return all Redline IPR to Redline; (iii) all accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected; and (iv) clauses which expressly or by implication survive shall continue in full force and effect.

9. General

9.1 No amendment to this Contract shall be effective or binding unless made in writing and signed by authorised signatories of each party.

9.2 The Customer shall not assign, transfer, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Contract without the prior written consent of Redline.

9.3 The relationship of the parties will be that of independent contractor and nothing in this Contract shall render it (nor any of its employees, agents or subcontractors) an employee, worker, agent or partner of the other party and accordingly they shall not hold themselves out as such. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other.

9.4 Any notice given under this Contract shall be in writing and signed by or on behalf of the party giving it, and shall be served by delivering it personally or sending it by pre-paid first class recorded delivery to the relevant party at the address as set out in the Proposal. Notices shall be deemed to have been received if delivered and received personally, at the time of delivery and in the case of pre-paid first class recorded delivery, at the time recorded by the delivery service.

9.5 If any provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

9.6 The failure to exercise or delay in exercising a right or remedy provided to a party under this Contract shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision.

9.7 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Contract.

9.8 This Contract sets out the entire agreement between the parties in relation to its subject matter and overrides any prior correspondence, arrangements, understandings, agreements or representations relating to its subject matter. Each party acknowledges that, in entering into this Contract, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Contract (whether made innocently or negligently) shall be for breach of contract. Nothing in this clause shall limit or exclude any liability for fraud.

9.9 This Contract and any disputes or claims 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 English law. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Contract shall prevent, restrict or hinder Redline from taking proceedings to protect its IPRs in any jurisdiction.