General Terms and Conditions for Aeroplane and Helicopter Trainings (theory courses) offered by RUAG companies based in Switzerland (GTC Theory Courses)

1. Scope of application and validity

1.1 These GTC Theory Courses govern the contractual agreement, content and performance of the above-mentioned courses staged by RUAG. Should the GTC Theory Courses conflict with the GTC Services, the GTC Theory Courses take precedence.

1.2 These GTC Theory Courses apply to all the above-mentioned RUAG courses. They form an integral part of the contract with each participant.

1.3 These GTC Theory Courses shall be deemed to have been accepted if the course participant has completed and sent the registration form in full on the RUAG website.

2. Registration and confirmation

2.1 Every registration is binding. The GTC Theory Courses are confirmed by means of the online registration (despatch of form). RUAG will confirm receipt of the registration by e-mail (e-mail confirmation) upon which the contract is concluded. If the number of registered participants is too low, RUAG reserves the right to cancel the theory course.

2.2 After receipt of the registration and e-mail confirmation, RUAG will send a confirmation of registration with the invoice details for remitting the course fee. The payment date stated on the registration confirmation is binding.

3. Course fee and payment

3.1 Full payment of the course fee is a prerequisite for participation. In the event of non-payment by the binding payment date, the course place will be reassigned.

3.2 All documents are included in the course fee.

4. Organisation

4.1 For organisational reasons, RUAG reserves the right to combine course events, postpone them, change the location within Switzerland or shorten course events for important unforeseeable reasons with a percentage refund of the course fee.

4.2 If a course instructor is unable to attend, RUAG can appoint a substitute.

5. Languages

The course language is German or English.

6. Places and implementation

6.1 To enable RUAG to conduct the courses under optimum conditions, it limits the number of participants to 15.

6.2 The course places will be allocated in the order of registration (subject to timely payment of the course fee). If the number of participants is insufficient, the course will generally not be held and the course fee will be waived or refunded.

7. Authorisations

The course is dependent on obtaining all necessary state permits, in particular with regard to the Federal Law on Private Security Services Abroad (BPS), which also applies to the provision of services for the benefit of foreign armed forces or security forces.

8. Exclusion

8.1 RUAG reserves the right to exclude one or more course participants from a course for good reason. In particular, the following reasons may lead to exclusion: a) failure to pass the compliance check (including sanctions list and personal security check); b) defamation, harassment and deliberate damage to property; c) failure to show the necessary residence permit in Switzerland; d) repeated disregard of RUAG instructions.

8.2 In cases of exclusions pursuant to 7.1 b), c) or d), the course fee is due, i.e. neither a proportional refund of the fee will be granted nor will it be waived.

9. Cancellation and non-attendance

9.1 Depending on the time of cancellation, RUAG may waive all or part of the course fee. The following rules will apply: If cancellation is received 9 weeks prior to the start of the course or earlier: Full refund of the course fee. If cancellation is received between 4 and 8 weeks prior to the start of the course: 20 % of the course fee will be charged. If cancellation is received between 2 and 4 weeks prior to the start of the course: 70 % of the course fee will be charged. If cancellation is received later or no cancellation is received, the whole course fee will be due.

9.2 If a participant is partially absent or fails to attend at all, there will be no refund of the course fee. Non-participation in a course that has not yet been paid for does not release the participant from their obligation to pay the course fee. A refund or waiver will only be granted if proof is provided of important reasons, such as illness or accident (on presentation of a medical certificate).

10. Course days not attended

Course days not attended cannot be made up and will not be refunded.

11. Course confirmation

After at least 80 % of the total course time has been attended, RUAG will issue confirmation of attendance for the participants.

12. Liability

The liability of RUAG will be limited exclusively to grossly negligent or deliberate contract violations. Liability for auxiliary persons is expressly excluded.

13. Copyright

The course material is protected by copyright and RUAG has full rights.

14. Programme and price changes

RUAG reserves the right to change programmes and prices. Any changes to programmes or prices will be announced in good time.

15. Applicable law and jurisdiction

15.1 Substantive Swiss law will apply, with the exclusion of its rules on conflicts of law (in particular, the Swiss Federal Act on Private International Law of 18 December 1987).

15.2 All disputes arising from the contractual relationship or in connection with it will be subject to the exclusive jurisdiction of the ordinary courts at RUAG’s registered head office.