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## TERMS & CONDITIONS AND PRIVACY POLICY

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### BACKGROUND:

This agreement applies as between you, the User of this Web Site and Eden Valley Airworthiness Services, the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
<b>“Eden Valley Airworthiness Services”</b>	means Eden Valley Airworthiness Services, The Granary, The Grange, Ivegill, Carlisle, CA4 0PE UK.
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Eden Valley Airworthiness Services makes available through the Web Site either now or in the future;
<b>“System”</b>	means any online communications infrastructure that Eden Valley Airworthiness Services makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Web Site and is not employed by Eden Valley Airworthiness Services and acting in the course of their employment; and
<b>“Web Site”</b>	means the website that you are currently using <a href="http://www.evaservices.co.uk">www.evaservices.co.uk</a> and any sub-domains of this site (e.g. <a href="http://www.airworthinessconsultant.co.uk">www.airworthinessconsultant.co.uk</a> ) unless expressly excluded by their own terms and conditions.

### 2. Intellectual Property

- 2.1 All Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Eden Valley Airworthiness Services, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.
- 2.2 Subject to sub-clause 2.3 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so

by Eden Valley Airworthiness Services.

2.3 Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

### 3. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Eden Valley Airworthiness Services or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

### 4. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site [www.evaservices.co.uk/index.html](http://www.evaservices.co.uk/index.html) with prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Eden Valley Airworthiness Services. To find out more please contact us by email at [info@evaservices.co.uk](mailto:info@evaservices.co.uk)

### 5. **Privacy**

6. **Use of the Web Site is also governed by our Privacy Policy below which is incorporated into these terms and conditions by this reference.**

### 7. **Disclaimers**

7.1 Eden Valley Airworthiness Services makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.

7.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

### 8. **Availability of the Web Site**

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Eden Valley Airworthiness Services accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### 9. **Limitation of Liability**

9.1 To the maximum extent permitted by law, Eden Valley Airworthiness Services accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained

therein. Users should be aware that they use the Web Site and its Content at their own risk.

9.2 Nothing in these terms and conditions excludes or restricts Eden Valley Airworthiness Services' liability for death or personal injury resulting from any negligence or fraud on the part of Eden Valley Airworthiness Services.

9.3 Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

#### 10. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

#### 11. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

#### 12. **Notices**

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to [info@evaservices.co.uk](mailto:info@evaservices.co.uk). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

#### 13. **Law and Jurisdiction**

These terms and conditions and the relationship between you and Eden Valley Airworthiness Services shall be governed by and construed in accordance with the Law of England and Wales and Eden Valley Airworthiness Services and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

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## PRIVACY POLICY

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### BACKGROUND:

This Policy applies as between you, the User of this Web Site and Eden Valley Airworthiness Services the owner and provider of this Web Site. This Policy applies to our use of any and all Data collected by us in relation to your use of the Web Site and any Services or Systems therein.

#### 14. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, Payment Information and credentials used by Users to access Material and / or any communications System on the Web Site;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
<b>“Cookie”</b>	means a small text file placed on your computer by Eden Valley Airworthiness Services when you visit certain parts of this Web Site. This allows us to identify recurring visitors and to analyse their browsing habits within the Web Site. Where e-commerce facilities are provided, Cookies may be used to store your shopping basket, cart or similar. Further details are contained in Clause 10 and Schedule 1 of this Policy;
<b>“Data”</b>	means collectively all information that you submit to the Web Site. This includes, but is not limited to, Account details and information submitted using any of our Services or Systems;
<b>“Eden Valley Airworthiness Services”</b>	means Eden Valley Airworthiness Services, The Granary, The Grange, Ivegill, Carlisle, CA4 0PE, UK;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Eden Valley Airworthiness Services makes available through the Web Site either now or in the future;
<b>“System”</b>	means any online communications infrastructure that Eden Valley Airworthiness Services makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Web Site and is not employed by Eden Valley Airworthiness Services and acting in the course of their employment; and

**“Web Site”**

means the website that you are currently using www.evaservices.co.uk and any sub-domains of this site (e.g.www.airworthinessconsultant.co.uk) unless expressly excluded by their own terms and conditions.

**15. Data Collected**

Without limitation, any of the following Data may be collected:

- 15.1 name;
- 15.2 date of birth;
- 15.3 gender;
- 15.4 job title;
- 15.5 profession;
- 15.6 contact information such as email addresses and telephone numbers;
- 15.7 demographic information such as post code, preferences and interests;
- 15.8 financial information such as credit / debit card numbers;
- 15.9 IP address (automatically collected);
- 15.10 web browser type and version (automatically collected);
- 15.11 operating system (automatically collected);
- 15.12 a list of URLs starting with a referring site, your activity on this Web Site, and the site you exit to (automatically collected); and
- 15.13 Cookie information (see clause 10 below).

**16. Our Use of Data**

- 16.1 Any personal Data you submit will be retained by Eden Valley Airworthiness Services for as long as you use the Services and Systems provided on the Web Site. Data that you may submit through any communications System that we may provide may be retained indefinitely unless you specify otherwise
- 16.2 Unless we are obliged or permitted by law to do so, and subject to Clause 4, your Data will not be disclosed to third parties. This applies to our affiliates and / or other companies within our group.
- 16.3 All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security, see clause 9 below.
- 16.4 Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Web Site. Specifically, Data may be used by us for the following reasons:
  - 16.4.1 internal record keeping;
  - 16.4.2 improvement of our products / services;
  - 16.4.3 transmission by email of promotional materials that may be of interest to you;

16.4.4 contact for market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the Web Site.

**17. Third Party Web Sites and Services**

Eden Valley Airworthiness Services may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, payment handling, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services do not have access to certain personal Data provided by Users of this Web Site.

**18. Changes of Business Ownership and Control**

18.1 Eden Valley Airworthiness Services may, from time to time, expand or reduce its business and this may involve the sale of certain divisions or the transfer of control of certain divisions to other parties. Data provided by Users will, where it is relevant to any division so transferred, be transferred along with that division and the new owner or newly controlling party will, under the terms of this Policy, be permitted to use the Data for the purposes for which it was supplied by you.

18.2 In the event that any Data submitted by Users will be transferred in such a manner, you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your Data deleted or withheld from the new owner or controller.

**19. Controlling Access to your Data**

19.1 Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:

19.1.1 use of Data for direct marketing purposes; and

19.1.2 sharing Data with third parties.

**20. Your Right to Withhold Information**

20.1 You may access certain areas of the Web Site without providing any Data at all. However, to use all Services and Systems available on the Web Site you may be required to submit Account information or other Data.

20.2 You may restrict your internet browser's use of Cookies. For more information see clause 10.4 below.

**21. Accessing your own Data**

21.1 You may access your Account at any time to view or amend the Data. You may need to modify or update your Data if your circumstances change. Additional Data as to your marketing preferences may also be stored and you may change this at any time.

21.2 You have the right to ask for a copy of your personal Data on payment of a small fee.

22. **Security**

22.1 Data security is of great importance to Eden Valley Airworthiness Services and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected online.

22.2 Specifically we utilise the following systems:

23. **Cookies**

23.1 Eden Valley Airworthiness Services may set and access Cookies on your computer. Cookies that may be placed on your computer are detailed in Schedule 1 to this Policy.

23.2 A Cookie is a small file that resides on your computer's hard drive and often contains an anonymous unique identifier and is accessible only by the web site that placed it there, not any other sites.

23.3 You may delete Cookies; however you may lose any information that enables you to access the Web Site more quickly.

23.4 You can choose to enable or disable Cookies in your web browser. By default, your browser will accept Cookies, however this can be altered. For further details please consult the help menu in your browser. Disabling Cookies may prevent you from using the full range of Services available on the Web Site.

24. **Changes to this Policy**

Eden Valley Airworthiness Services reserves the right to change this Privacy Policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Web Site and you are deemed to have accepted the terms of the Policy on your first use of the Web Site following the alterations.

**Schedule 1: Cookies**

<b>Name of Cookie</b>	<b>Purpose</b>
<b>None</b>	
<b>&lt;&lt;FILENAME&gt;&gt;</b>	
<b>&lt;&lt;FILENAME&gt;&gt;</b>	
<b>&lt;&lt;FILENAME&gt;&gt;</b>	
<b>&lt;&lt;FILENAME&gt;&gt;</b>	