

Terms and Conditions for 2-REG Services

These Terms and Conditions are maintained by SGI Guernsey Limited (the “2-REG”) and are applicable to all services offered by the 2-REG. Use by you of 2-REG services constitutes acceptance by you of these Terms and Conditions. This version of the Terms and Conditions takes effect from 29 May 2018.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Bailiwick of Guernsey.

Updates and modifications will be made to these Terms and Conditions from time to time, as published on the 2-REG website. By continuing to use any 2-REG services, you will be deemed to signify that you agree to any such changes on behalf of yourself and on behalf of others you may be representing.

1. Services

By using any of the services of the 2-REG, you thereby declare to the best of your knowledge the particulars entered on any application form are accurate in every respect.

2. Payment and Refunds

Any fee to be paid shall be due before the completion of any service. In the event that a service is subsequently cancelled before it is completed, 2-REG shall refund the fees after deducting a cancellation charge (the “Cancellation Charge”) which shall be equal to the time and material costs that 2-REG spent in performing the services and an administrative cost equal to 20% of the refundable fee amount.

Fees and costs billed by the 2-REG shall be paid within the period specified in the invoice to a customer. Amounts not received by the 2-REG on the date due shall accrue interest at a rate of 1.5% per month, calculated on the basis of the actual number of days elapsed in a year of 360 days.

3. Data Collection & Protection

The information collected from you during any service will not be disclosed to any third party without either your prior consent, or the requestors' demonstrated legal authority to receive it.

As the 2-REG is a public register, certain information will be published in accordance with sections 20(2), 28(2) and 33(2) of the Aviation Registry (Guernsey) Law, 2013.

Personal data that you provide to us will be processed in accordance with the applicable data protection laws of States of Guernsey whereby the States of Guernsey will be the data controller for the purposes of these laws.

4. Disclaimer

In any event the 2-REG shall only be liable for any claims, losses, damages and judgements, including (legal) costs and expenses thereto resulting from the performance of services in any kind whatsoever ("Losses") where such Losses are attributable to the 2-REG's negligence and/or wilful misconduct, including but not limited to Losses related to any property (including any aircraft or other property or equipment). In no event shall the 2-REG be liable for any indirect, incidental, consequential, or similar damages as a result of the performance of any services such as, but not limited to, any direct or indirect loss of anticipated profits or revenue, loss of use, non-operation or increased expense of operation of any aircraft or other equipment or facility, cost of capital, or failure or delay in achieving anticipated profits or product or in consummating any transaction. The 2-REG shall not be liable for any damages whatsoever resulting from or in relation to any incorrectness of information supplied by the customer or third party. In any event, any and all liability of the 2-REG is limited to an amount equal to the total fees and costs it has received from a customer in relation to the performance of services for such customer.

The 2-REG reserves the right to modify, change dates for or cancel any of the services offered at any time, and without giving any notice.

5. 2-REG Travel Policy

Travel of 2-REG personnel shall be conducted in accordance with the following:

A. Air Travel

- i. For travel for less than 6 hours (total flying time), 2-REG personnel will travel on the lowest-priced, non-stop economy class airfare available. If a non-stop airfare is not available, the lowest-priced best alternative shall be used.
- ii. For travel of more than 6 hours, 2-REG personnel will travel on the lowest-priced non-stop business class airfare available. If a non-stop airfare is not available, the lowest-priced best alternative shall be used.
- iii. Bookings shall be made well in advance, as far as practically possible in order to ensure the lowest rates.

B. Rail Travel

- i. For all travel by rail, 2-REG personnel will travel on the lowest-priced, non-stop first class fare available. If a non-stop fare is not available, the lowest-priced best alternative shall be used.
- ii. Bookings shall be made well in advance, as far as practically possible in order to ensure the lowest rates.

C. Lodging

- i. 2-REG personnel will stay in hotels oriented to the business traveller in accordance with its internal policy.

D. Other

- i. Car motoring expenses based on a mileage rate of GBP 0.50 per Km (excluding motorway tolls which shall be reimbursed as incurred) or

- hire cars maximum Group C (to be stated on invoices) inclusive of vouched fuel expenses associated with such hire car.
- ii. Mobile phone calls and internet access business calls using a recognised telephone charge card or mobile telephone (only on exceptional occasions should calls be made at hotel rates and in such circumstances the caller shall request a call back wherever possible).

6. Expenses

The 2-REG will be reimbursed for any expenses incurred in connection with the provision of 2-REG services. For all expenses, the customer shall be billed for the actual cost incurred and where possible these costs shall be supported by receipts.

7. Force Majeure

The 2-REG will not be liable for any loss or damage resulting from the delay in the performance of any services caused by strike or other labour dispute, riot, theft, fire or other accidents, inability to obtain equipment or necessary assistance from third parties at the location where such services are performed, acts of governments, adverse weather conditions or other acts of nature or any other cause which is beyond the reasonable control of the 2-REG ("Force Majeure"). The 2-REG will notify the customer if an event of Force Majeure occurs and, if possible, of the expected period of time such an event of Force Majeure is likely to last. The agreed period for the performance of the services shall be automatically prolonged by the same period.