Terms and Conditions

Last updated 5 November 2026

1. Introduction

   1.1. These terms and conditions shall govern your use of our website.

   1.2. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

   1.3. If you register with our website, we will ask you to expressly agree to these terms and conditions.

   1.4. You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

   1.5. Our website uses only the cookies it needs to work (one that keeps you logged in and one that protects forms against misuse), as described in our privacy notice at https://aerosimportal.cape-horn-eng.com/privacy/, which also explains how we handle your personal data.

2. AeroSim Service and support

   2.1. Upon accepting this Terms and Conditions, Cape Horn Eng. agrees to enable the Customer to use the AeroSim Service in accordance with Section 2.2 below. The Customer agrees to pay tokens in order to use the Service. The Framework that Cape Horn Eng. provides is used to simulate physical processes using data that the Customer uploads in an Account the Customer creates (Section 7). These data are composed of various parameters, the CAD file, sailing conditions, project settings, and other necessary information.

   2.2. Cape Horn Eng. grants the use of a Framework application. This Framework is composed of various components from various software. Cape Horn Eng. is thus providing a technical construct for use. The data will be loaded to the web server from the Customer's local computer. As soon as the Customer submits the data, Cape Horn Eng. forwards the data and the settings, over encrypted connections, to the computing servers on which the simulations run; as soon as results are created on these servers, they are sent to the web server and can be called up by the Customer in his or her Account. The web server is hosted by Google Cloud in the European Union; the simulations run on Cape Horn Eng.'s own computing servers; the other service providers involved are listed in the privacy notice.

   2.3. Cape Horn Eng. sends the data to available computers in such a way that the available resources can be used as efficiently as possible.

   2.4. The Customer allows Cape Horn Eng. to use the data that the Customer uploads, the run settings and the results (together, the "Customer Data") internally for the following purposes only:

      (a) to run the simulations the Customer requests and to deliver the results;

      (b) to support the Customer, including investigating simulations that fail or give unexpected results;

      (c) to test, validate and improve the Service, including keeping copies of Customer Data as internal test cases that are run again when the Service changes;

      (d) for Cape Horn Eng.'s own research and development, including training, validating and improving aerodynamic and other models for Cape Horn Eng.'s own use, provided the Customer Data are used in an anonymised form: the Customer is not identified, and the models do not allow the Customer's designs to be reproduced or disclosed; and

      (e) to produce statistics about the use of the Service in which neither the Customer nor the Customer's designs can be identified.

   2.5. Cape Horn Eng. keeps Customer Data confidential. It will not disclose, publish or sell Customer Data or results to any third party, nor use the Customer Data themselves in design or consultancy work for other customers, without the Customer's written consent, except to the service providers that help run the Service (listed in the privacy notice), under obligations of confidentiality, or where the law requires it. Access within Cape Horn Eng. is limited to the staff who need it for the purposes above.

2.6. The models, methods, conclusions and insights that Cape Horn Eng. develops under Section 2.4 belong to Cape Horn Eng., which may use them in its products and services, provided they do not disclose or reproduce Customer Data or the Customer's designs.

2.7. The Customer may ask, by email to info@cape-horn-eng.com, that his or her Customer Data are not kept as test cases under Section 2.4(c); Cape Horn Eng. will then delete any such copies within 30 days. This does not affect models or insights already developed under Section 2.4.

2.8. Cape Horn Eng. takes customary precautionary measures in order to guarantee the security and confidentiality of the customer data.

2.9. Cape Horn Eng. grants use of the AeroSim Service immediately after opening of the account and buying the desired amount of tokens, regardless of any assertion of a right of withdrawal.

2.10. The Customer's simulation projects can be seen in the portal only by the Customer's own account; Cape Horn Eng. staff can access them for the purposes in Section 2.4.

2.11. The user remains the owner of all of his/her owner's rights and additional intellectual property rights, notwithstanding the provisions in these Terms and Conditions.

2.12. In order to use the Cape Horn Eng. Software, the Customer must create the Account using Cape Horn Eng.'s home page. All required data must be entered in order to open the Account as described in Section 7. The data that are requested by Cape Horn Eng. for the user's publicly visible profile does not need to permit any conclusions as to the user's identity. The user is free to provide additional information.

2.13. The Customer may request that Cape Horn Eng. employees help in the creation of a simulation.

2.14. In this case as well, Cape Horn Eng. excludes any and all liability for the correctness of the modeling of the technical system.

3. Tokens, prices and payment

3.1. The Service is paid for with tokens. One token pays for one simulation case, that is one row of the run matrix of an upload. An upload is accepted only if the Customer's balance covers all its cases, and the tokens are taken from the balance when the upload is sent for simulation.

3.2. Tokens are sold in the packages shown on the buy page of our website. Prices are in pounds sterling (GBP) and exclude VAT; VAT is added where it applies, depending on the Customer's country and VAT registration as given in the Account.

3.3. The Customer can pay:

(a) by card (and other methods offered on the payment page) through Stripe, on Stripe's own payment page; we never see or store card details. The tokens are added to the Account as soon as the payment is confirmed; or

(b) by bank transfer, against an invoice from us, payable within 14 days. The tokens are added to the Account when we have received the payment.

3.4. Tokens that the Customer has bought do not expire. Tokens have no cash value and cannot be transferred to another account or exchanged for money, except as provided in Section 9 (Cancellation and refunds).

3.5. We may give free bonus tokens, for example for completing a profile or for inviting a new user with a personal referral link, under the conditions shown on our website when they are offered. Bonus tokens are used before bought tokens, and any bonus tokens still unused six months after they were given expire. We may withhold or remove bonus tokens that were obtained in breach of these terms and conditions or of the conditions of the offer (for example with more than one account).

3.6. If a simulation fails and the Service reports it as an error, the tokens taken for that upload are returned to the Customer's balance automatically. If the Customer believes that a completed simulation is wrong because of a defect in the Service, Section 13 applies.

3.7. Results can be downloaded from the Account for at least six months after the simulation has completed. After that we may delete results, and we will tell the Customer by email before we do. The Customer is responsible for keeping copies of results that he or she needs for longer.

4. Copyright notice

4.1. Copyright (c) 2016-2026 Cape Horn Engineering Ltd.

4.2. Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

5. Licence to use website

5.1. You may:

(a) view pages from our website in a web browser;

(b) download your simulation results from our website;

(c) use our website services by means of a web browser;

subject to the other provisions of these terms and conditions.

5.2. Except as expressly permitted by Section 5.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

5.3. You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

5.4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

5.5. Unless you own or control the relevant rights in the material, you must not:

(a) republish material from our website (including republication on another website);

(b) sell, rent or sub-license material from our website;

(c) show any material from our website in public;

(d) exploit material from our website for a commercial purpose; or

(e) redistribute material from our website.

5.6. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

6. Acceptable use

6.1. You must not:

(a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;

(b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;

(e) access or otherwise interact with our website using any robot, spider or other automated means;

(f) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

6.2. You must not use data collected from our website to contact individuals, companies or other persons or entities.

6.3. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

7. Registration and accounts

7.1. You may register for one, and only one, account with our website by completing and submitting the account registration form on our website.

7.2. You must not allow any other person to use your account to access the website.

7.3. You must notify us in writing immediately if you become aware of any unauthorised use of your account.

7.4. You must not use any other person's account to access the website.

8. User login details

8.1. If you register for an account with our website, you will be asked to choose a user ID and password.

8.2. Your user ID must not be liable to mislead and must comply with the content rules set out in Section 11; you must not use your account or user ID for or in connection with the impersonation of any person.

8.3. You must keep your password confidential.

8.4. You must notify us in writing immediately if you become aware of any disclosure of your password.

8.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

9. Cancellation and refunds

9.1. We may:

(a) suspend your account;

(b) cancel your account; and/or

(c) edit your account details,

at any time in our sole discretion without notice or explanation.

9.2. You may cancel your account by email at info@cape-horn-eng.com. We will transmit a confirmation of receipt of such a cancellation.

9.3. We must refund all payments to you that we have received from you without undue delay and no later than within fourteen days from the date on which the notice of your cancellation of registration is received by us. We will use the same means of payment for this refund that you used in the original transaction unless a different arrangement was expressly agreed upon with you; no fees will ever be charged to you due to this refund.

9.4. If you have requested that the services should begin during the cancellation period, then you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you notify us of your exercise of the right of cancellation to the total scope of services provided for in these Terms and Conditions.

9.5. The Customer is obligated to maintain the e-mail account specified in the Account until Cape Horn Eng. has informed the Customer that all payments have been completed

10. Your content: licence

10.1. In these terms and conditions, “your content” means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

10.2. You grant to us a worldwide, royalty-free licence to use, store, copy and adapt your content for the purposes set out in Section 2.4, subject to Sections 2.5 to 2.7; we will publish your content only with your specific consent.

10.3. You grant to us the right to sub-license the rights licensed under Section 10.2 to our service providers, only as needed to provide the Service to you.

10.4. You grant to us the right to bring an action for infringement of the rights licensed under Section 10.2.

10.5. You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

10.6. You may edit your content to the extent permitted using the editing functionality made available on our website.

10.7. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

11. Your content: rules

11.1. You warrant and represent that your content will comply with these terms and conditions.

11.2. Your content must not be illegal or unlawful, must not infringe any person’s legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

11.3. Your content, and the use of your content by us in accordance with these terms and conditions, must not:

(a) be libellous or maliciously false;
(b) be obscene or indecent;
(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
(d) infringe any right of confidence, right of privacy or right under data protection legislation;
(e) constitute negligent advice or contain any negligent statement;
(f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
(g) be in contempt of any court, or in breach of any court order;
(h) be in breach of racial or religious hatred or discrimination legislation;
(i) be blasphemous;
(j) be in breach of official secrets legislation;
(k) be in breach of any contractual obligation owed to any person;
(l) depict violence in an explicit, graphic or gratuitous manner;
(m) be pornographic, lewd, suggestive or sexually explicit;
(n) be untrue, false, inaccurate or misleading;
(o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
(p) constitute spam;
(q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
(r) cause annoyance, inconvenience or needless anxiety to any person.

12. Limited warranties

12.1. We do not warrant or represent:

(a) the completeness or accuracy of the information published on our website;
(b) that the material on the website is up to date; or
(c) that the website or any service on the website will remain available.

12.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

12.3. To the maximum extent permitted by applicable law and subject to Section 13.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

13. Limitations and exclusions of liability

13.1. Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;
(b) limit or exclude any liability for fraud or fraudulent misrepresentation;
(c) limit any liabilities in any way that is not permitted under applicable law; or
(d) exclude any liabilities that may not be excluded under applicable law.

13.2. The limitations and exclusions of liability set out in this Section 13 and elsewhere in these terms and conditions:

(a) are subject to Section 13.1; and
(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

13.3. To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

13.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

13.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

13.6. We will not be liable to you in respect of any loss or corruption of any data, database or software.

13.7. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

13.8. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13.9. If the Service made available has an error, then the Customer shall have a right to remedy of defects. The Customer shall have a right to withdraw if Cape Horn Eng. can not remedy an error in the simulation within a reasonable period. Sentences 1 and 2 shall apply subject to the limitation of liability and warranty within this regulation.

13.10. Cape Horn Eng Ltd. also uses third-party software for individual parts of simulation runs. Cape Horn Eng. selects this software to the best of its knowledge and belief. Cape Horn Eng. assumes a warranty for the functionality of the third-party software provided for use only in case of wrongful intent and gross negligence, but agrees to report errors to the author of the software immediately after their discovery. If a calculated result is false due to a defect that has subsequently been remedied, the specific calculation process can be repeated without a usage fee being charged.

13.11. When a token is paid for use, Cape Horn Eng. warrants the functionality of the Service provided for use, with the proviso that the customary defects that technically cannot be excluded (e.g. bugs) in the Software will be removed in each case immediately upon their discovery. If a calculated result is false due to a defect that has then been remedied, the specific calculation process can be repeated without being charged a usage fee.

13.12. Liability for data loss is limited to wrongful intent and gross negligence.

13.13. The inadequacies that customarily occur in AeroSim Service framework and therefore cannot be excluded shall be kept to the lowest level possible by Cape Horn Eng. regularly revising the Software. Such revision shall be carried out outside of the main usage periods insofar as technically possible. If the Customer is a commercial customer, then the Customer is obligated to notify Cape Horn Eng. promptly of defects in the Software that the Customer becomes aware of. Similarly, the Customer shall provide notice of any defects becoming known to him in the interaction of the various components of the Software. Any restrictions on the functionality of Cape Horn Eng.'s offerings will be limited to the minimum amount possible

14. Breaches of these terms and conditions

14.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) send you one or more formal warnings;
(b) temporarily suspend your access to our website;
(c) permanently prohibit you from accessing our website;
(d) block computers using your IP address from accessing our website;
(e) contact any or all of your internet service providers and request that they block your access to our website;
(f) commence legal action against you, whether for breach of contract or otherwise; and/or
(g) suspend or delete your account on our website.

14.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

15. Variation

15.1. We may revise these terms and conditions from time to time.

15.2. The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

15.3. If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

16. Assignment

16.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

16.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

17. Severability

17.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

17.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

18. Third party rights

18.1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

18.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

19. Entire agreement

19.1. Subject to Section 13.1, these terms and conditions, together with our privacy notice, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

20. Law and jurisdiction

20.1. These terms and conditions shall be governed by and construed in accordance with the law of England and Wales.

20.2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

21. Statutory and regulatory disclosures

21.1. We are registered in Companies House; you can find our entry at https://find-and-update.company-information.service.gov.uk/company/08964224; our registration number is 08964224.

21.2. Our VAT number is GB196389741.

22. Our details

22.1. This website is owned and operated by Cape Horn Engineering Ltd.

22.2. We are registered in England and Wales under registration number 08964224, and our registered office is at 1 The Briars, Waterberry Drive, Waterlooville, Hampshire, PO7 7YH, United Kingdom.

22.3. Our principal place of business is at Gatcombe House, Copnor Road, Portsmouth, Hampshire PO3 5EJ United Kingdom.

22.4. You can contact us:

(a) by post at Gatcombe House, Copnor Road, Portsmouth, Hampshire PO3 5EJ United Kingdom;

(b) using our website contact form;

(c) by telephone, on the contact number published on our website; or

(d) by email, using the email address published on our website.