

Terms and Conditions

of Training between Atlantic Flight Training Ltd (AFT) and

_____ (Student Name)

_____ (Course Title)

Please carefully review these terms and conditions. By signing this document you agree to follow and be bound by these terms and conditions. If you do not agree to follow and be bound by these terms and conditions, you may not be accepted for training at Atlantic Flight Training Ltd (AFT).

AFT reserves the right to update or modify these terms and conditions at any time without prior notice.

The Student must meet all minimum course requirements, including pre-entry and licence issue, as specified by the UK Civil Aviation Authority (CAA), the Joint Aviation Authority (JAA), and the European Aviation Safety Agency (EASA).

In the event that documents, including passports, medical certificates, existing licences or ratings, submitted by the Student to AFT are found to be falsified or forged, AFT reserves the right to immediately terminate training, withhold all training fees paid on account and refer such matters directly to appropriate Civil Aviation and Criminal Investigation Authorities.

An initial non-refundable payment equivalent to 20% of the course cost is due in advance of the course start date to reserve a place on that course.

Academic fees, specifically including all ground school courses, are payable in full on or prior to course commencement.

Flight and simulator Student's are required to remain in credit throughout the course of training with sufficient funds available to cover the cost of his/her next sortie.

The Student acknowledges that fees for additional training beyond the training course outlined during course enrolment will be charged at the published rates at the time the additional training is provided.

The Student acknowledges that interest will be charged on any overdue or outstanding balance at the monthly rate of Bank of England Base Rate plus 8%, this interest will be charged pro rata.

Atlantic Flight Training reserves the right to substitute aircraft of equal or higher value in order to complete the training requirements.

The Student acknowledges that in the event the Student terminates the course for any reason or is terminated from training by AFT, the Student agrees to comply with the following refund policy.

Only with the express permission of the Chief Executive Officer (CEO) shall the non-refundable deposit be refundable. The CEO may only authorize such a refund when the Student, for reasons beyond their control, is denied a UK Entry Visa (where applicable for International Students) or an appropriate JAA Medical Certificate (as required for the course). Under such circumstances any deductions to the refund will include any expenses incurred by AFT on behalf of the Student and a £500 administration charge for the correlation of student records.

Under no circumstance will academic ground school courses, full time or correspondence, be refundable once commenced.

Cancellation of flight/simulator training courses prior to commencement will result in forfeiture of the non-refundable 20% initial course payment required to secure the course booking. Students who leave a flight/simulator course prior to course completion will be refunded any unused monies in their account less the 20% initial course payment and a £500 administration fee for the correlation of Student records.

The Student acknowledges that where applicable all flight, simulator or academic training is integrated in to the course of instruction offered by AFT to the Student and may not be pursued separately by the Student.

The Student is hereby notified that the training period for which these terms and conditions cover begins on the signing of this agreement by the Student and is open ended with respect to the course completion date. The Student agrees to attend AFT for the duration of the course with normal operating hours being between 08:00 and 18:00 Monday to Friday. Weekend and out of normal operating hour's flight operations may be conducted on an as required basis whenever the weather or operational considerations are a factor. AFT reserves the right to modify its operating schedule and flight training shifts, at its sole discretion. We kindly ask the Student to inform Atlantic Flight Training of any absences during any elements of training. Any absences from planned tuition may well require extra hours to be made up at the end of the course and as such any rescheduling of lessons as a result of the Student failing to attend planned tuition may result in additional charges being applied at the current published rates.

Atlantic Flight Training reserves the right at its sole discretion to terminate the Student's enrolment in the event the Student violates the policies and agreements set forthwith. The termination will apply if the Student fails to make them self available for scheduled training, demonstrates unsatisfactory progress due to failure in applying him/herself, not completing study assignments, tardiness or absence, improper or irresponsible attitude, any drug or alcohol related activities, incapacitation or inability to maintain a medical certificate, or language barriers, or AFT otherwise at its sole discretion considers the Students competencies, aptitude or character unsuitable for further training.

The Student is expected during training to maintain a high standard of dress and appearance in keeping with their proposed profession.

The Student is expected to maintain a professional code of conduct at all times. Cell phones are not permitted in the classrooms.

Physical violence against any person whilst undertaking any training at AFT will result in instant dismissal from the course.

The Student has an obligation to exhibit the same code of conduct whilst residing in any accommodation whilst undertaking training with AFT. The Student will be held responsible for any damages to property.

Please do not litter the buildings, gardens, parking areas and surrounds. No parcels, cartons, bicycles, bags or rubbish may be left in passages, on steps or anywhere else undesignated within the AFT and Airport facilities.

Consumption of alcoholic beverages is forbidden on AFT premises and must not be consumed within 12 hours prior to engaging in any school activity, ground training or flight training. Any use of drugs or excessive use of alcohol on or off the school premises will be grounds for immediate dismissal from the school. The Student is not permitted to smoke in any area other than those designated.

School telephones, fax machines or computers cannot be used without prior approval. To ensure equipment remains 100% operational we request the Student reports any unserviceability immediately to

AFT reception or AFT staff. Please do not remove any items belonging to AFT without prior approval. Please ensure that any equipment and furniture is respectfully utilised.

Please consider the privacy of other facility users and we ask that no food and drink is taken into classrooms.

We would like to ask you to read and sign the following document which outlines our code of conduct and terms and conditions here at Atlantic Flight Training. Each of the items helps us ensure we provide the best service possible to you.

The Student agrees to enrol and pursue flight/simulator/academic/ground school training offered by Atlantic Flight Training Ltd according to the terms and conditions set hereunder in this agreement.

In all cases of a grievance please try to resolve in the instance any issues with the person concerned. In the unlikely event of any further grievance, please refer to AFT's Grievance Policy available from Administration.

All assessments are recorded and held on file. Should the Student fail an assessment or exercise they will be subject to a retake. Entry to the regulatory body examinations will be at the discretion of Atlantic Flight Training Ltd and AFT's conclusions on the Student's level of understanding and ability of the course. These conclusions will be in accordance with the legislation's laid down by the CAA/JAA/EASA. Student records will reflect any uncompleted assessments. Assessments and their results count towards the overall assessment of the Student's abilities and therefore affect the Student's ability to sit examinations.

The successful completion of the course of instruction, or any part thereof, requires certain skills, motivation, aptitude, diligence and capacity to accept instruction on the part of the Student which cannot be evaluated in advance. Accordingly, AFT cannot and does not make any representations, promises or warranties concerning (a) the Student's ability to successfully complete the course of instruction, or any part thereof, within a specified period of time;

(b) the course time necessary to obtain one or more particular ratings; (c) the course time necessary to obtain a given number of flight hours and or

(d) the course time necessary to successfully complete written test and flight tests. Atlantic Flight Training does not guarantee course completion and cannot guarantee the Students completion date.

The Student acknowledges that any projected completion time is based on average Student performance in accordance with the training course outlined during course enrolment.

The Student acknowledges than no employee, agent or other representative of AFT has made any representations, promises or warranties to the Student concerning the course time necessary for his/her successful completion of the course of instruction, or any part thereof, or to obtain a particular rating, or to complete a given number of flight hours, or to successfully complete written test or flight tests.

AFT does not guarantee employment to the Student on completion of training. Every reasonable effort will be made to assist the Student in attaining their goals.

AFT and the Student acknowledge and agree that there are risks and dangers associated with the operation of aircraft and, further, that many of these risks and dangers cannot be avoided, despite the exercise of reasonable care by the parties. To enrol in the course, the Student hereby assumes all risks, both known and unknown, associated with or related to the operation of aircraft. The Student further releases, prospectively, AFT and its staff from any claim, demand or liability which the Student might otherwise have against AFT and its staff and which claim, demand or liability legally arises out of the operation of aircraft. The Student acknowledges that he/she has read and understands that, by signing this agreement, he/she will be waiving the right to any recovery he/she might have against the school or

its staff for personal injuries or damages which he/she may sustain arising out of, or in the course of, the operation of aircraft.

The Student warrants that he/she is entitled to reside and undertake training within the United Kingdom, either by virtue of being a national of an EU country or by holding an appropriate visa issued by the UK authorities.

In the event of the Student undertaking training by virtue of an appropriate visa, such visa must be produced to AFT prior to commencement of training and on any subsequent renewal of it during the period of training. Should the training fail to be completed for any reason whatsoever, or should training be terminated by AFT or the Student at any time for reasons of poor performance, poor attendance or any other reason whatsoever, AFT will advise the issuer of the visa that the Student has ceased to undergo training. The Student further recognises that AFT shall comply with the recommended practices of the Immigration and Nationality Department guidelines on students whose attendance levels are unsatisfactory. AFT shall retain the details of the Student as disclosed on the application form for training and in any other correspondence between the Student and AFT, and shall be at liberty to disclose any and all such information to the Immigration authorities.

If the Student requires AFT to certify to any bank or other financial institution (including, for the purpose of this paragraph any body issuing public funds by way of career development loans or similar schemes) that training is being undertaken so that a loan of any sort is made by that bank or financial institution to the Student for the purposes of that training, AFT shall retain details of the bank or financial institution concerned.

Should the Student then cease the training for any reason whatsoever (including termination by AFT for poor attendance or performance of the Student), AFT shall advise any such bank or financial institution of such cessation or termination of training.

These terms and conditions constitute the entire agreement between the Student and AFT; any and all prior agreements, understandings, representations or statements, oral or written are merged herein. No employee, agent, or other representative of AFT has authority to verbally modify or waive any of its terms. Any modifications to or waiver of the terms of this agreement are invalid unless they are in writing and signed by the Chief Executive Officer, AFT.

In the event of any conflicts or inconsistencies between the terms of this agreement, the description of fees, housing provided, brochures, advertising material and any other documents pertaining to the Student's enrolment with AFT, the terms of this agreement shall prevail.

This agreement shall be interpreted, governed by and construed according to the Laws of England without regard to its conflict of law principles that would make the same subject to the laws of any other jurisdiction. Venue of any action arising out of or relating to this agreement shall lie exclusively in England, and the parties hereby expressly agree to submit themselves to the jurisdiction of English Law.

EACH STUDENT SHOULD RETAIN A SIGNED COPY OF THIS AGREEMENT

Signed (Student)

Date
