

**ON-TRACK AVIATION LIMITED
TERMS AND CONDITIONS OF ACCEPTANCE FOR TRAINING**

1. The following Terms and Conditions of Acceptance for Training shall remain in force until they are amended by On-Track Aviation Limited. For the purpose of these Terms and Conditions 'the Provider' is On-Track Aviation Limited and 'the Learner' is the candidate undergoing training, ground examination or flight test.
2. All courses are offered for the dates and times set out in the Provider's literature or issued proposal and are subject to demand and places available.
3. The agreed installment of course fees is payable on course commencement and thereafter at the times/dates agreed. Should any installment remain unpaid after the due time/date, whether demanded or not, the Provider will be entitled to terminate the Learner's training immediately. All unpaid fees will accrue interest at a rate of 2% above the Lloyds Bank lending rate.
4. Payment may be made by credit or debit card, cheque with a valid bank card or by BACs in GBP. If payment is made by Eurocheque or by transfer from an overseas bank, the Provider reserves the right to recharge any bank fees incurred.
5. All prices will be quoted inclusive of VAT where applicable.
6. The Provider reserves the right to charge any landing fees or other fees associated with the training provided, to the Learner. In the event of unexpected fuel increases, the Provider reserves the right to levy a supplementary charge equivalent to the increase to any remaining flying hours on the course.
7. Whilst every effort will be made to avoid it, the provider reserves the right to increase prices at short notice where surcharges and other increases outside the providers control prove to be unacceptable in maintaining current prices. In such cases, Learners will be notified immediately or soonest possible.
8. Any training required over and above the course requirements will be charged at a pro-rata rate. Any additional attempts at ground examinations and flight tests will be charged at the prevailing rate.
9. Upon termination of a Learner's training before the completion of the course, for whatever reason, all outstanding balances of fees become due immediately. Any monies in credit to the Learner shall be refunded by the Provider.
10. The Provider will create and maintain records of the Learner's training and will be kept for the period as required by the regulations. They will be available for inspection by any authorised persons. Such records will also be made available for the Learner's perusal and, where appropriate, written comment. Refer to the Provider's Privacy Policy.
11. Learner's must conduct themselves in a disciplined manner at all times and obey the rules and regulations of the Provider and the instructions of its management, staff and instructors. They must make themselves familiar with, and comply with the Provider's Operation Manual

and Training Manual. Any studies missed through absence must be made good by the Learner in their own time by private study. Non attendance, for whatever reason, may result in delay and disruption to the course and the Provider accepts no responsibility for this. Failure to comply with the provisions of this paragraph may result in termination of the Learner's training.

12. The Provider reserves the right to terminate the Learner's training for failing to achieve and maintain the required standard in accordance with the course manual.

13. Acceptance of a Learner for training does not imply that the Learner is assured of passing the appropriate examinations and flight tests. Neither does it imply the Learners' suitability for employment as a pilot following successful completion of a course. An instructor's recommendation, or certification that a Learner has reached the necessary standard to take an examination or flight test, does not imply that the Learner will successfully pass the examination or flight test.

14. All ground and flight training is subject to the health and ability of the Learner, suitable weather and availability of instructors and aircraft.

15. If a Learner is unable to attend the planned training, examination or flight test for any reason then it is the Learner's responsibility to inform the Provider at least 48 hours prior to the agreed commencement date of the training, examination or flight test. If a Learner fails to contact the Provider within the prescribed time scale the Provider reserves the right to levy a charge against the Learner for loss of earnings. Acceptable means of contact are telephone, fax and email.

16. When a Learner transfers to another ATO during a course and requests a copy of their training record, a charge of £20 will apply to provide the copy. All original Learner records will be retained by the Provider.

17. If a Learner withdraws before the start of the course and has paid in full, he/she will be entitled to a full refund if they have not completed any pre course examination or flight test. If any pre course examination or flight test has taken place, the cost of these will be deducted from the amount due.

18. If a Learner withdraws after the start of the course, they will be entitled to a refund of the cost of the course less any amount covering the cost of training they have received.

19. Learner's undergoing a flight test or examination shall not be entitled to a refund in the event of a fail.

20. A seminar registration may be cancelled up to 14 working days with a full refund due. Any cancellation made after that time will be subject to a £20 administration fee. Registration places may be transferred to another date with no additional cost.

SUMMARY

21. Overall responsibility for the Terms and Conditions lies with the Director's of On-Track Aviation Limited. Implementation of the policy lies within the remit of every nominated person

and staff member of the Provider. Learner's can be assured that staff will be available to assist with relevant issues and they will be dealt with in a professional and confidential manner.

22. There will be no exceptions to this policy other than in the most extreme of circumstances and only after consultation with a Director of On-Track Aviation Limited.