



## TERMS AND CONDITIONS

*(Please ensure you read and understand before registering for a Training Course)*

This is a legal binding agreement between a course attendant (Licensee) and The Academy of Aviation | TAOA Training being the training provider (Licensor).

### 1. THE PRODUCT - A DESCRIPTION

All our training courses (products) are tailor made to be accepted in the aviation industry worldwide. The training boosts a broad choice of job opportunities in aviation and meets all the standards and requirements of the South African Civil Aviation Authority.

We reserve the right to change the course content of the training course at any time and without notice due to various reasons for example new legislation requirements.

Licensees are required to attend the training at The Academy of Aviation's premises at 216 Johan road, Wilgespruit 190-IQ, Honeydew, 1754 Johannesburg, Gauteng, South Africa.

All training is conducted by qualified instructors which are approved and registered with the South African Civil Aviation Authority and the relevant SETA's.

Accommodation is available on the premises. It is dormitory style like university. Ladies and Gents do not share accommodation. They are in separate dormitories. Accommodation fees are separate to the course fee unless stated and quoted otherwise.

The meals are prepared and catered for by an onsite compliant catering chef at an extra cost.

Any combination of the above services can be created for your own requirements and a cost. Separate accommodation is with a third party.

### 2. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to the Licensor, that rights in the Training Materials and the Documentation are licensed (**not sold**) to you, and that you have no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this Licence.



### 3. COURSE DURATION

The South African Civil Aviation Authority has designed one (1) training day to be equivalent of 8 hours. Therefore, the Licensee will generally be present for learning between the hours of 08h00 and 17h00 as is stipulated by the Institution (Licensor) as being normal training hours.

Training will resume during weekdays from Monday to Friday. Training can be conducted on a weekend or on a Public Holiday due to availability of training equipment/Instructors/Aircraft.

### 4. TERMS OF PAYMENT

Payments can be made.

- Via our website <https://www.theacademyofaviation.co.za/shop/>; or
- Directly into our business bank account either by EFT; or
- By physically depositing money into our business bank account at the bank (a cash deposit fee will be charged)

Receipts for payment will therefore be provided in electronic format. Please ensure that you **reference the Licensee Name and Surname** when making a **deposit**, the Licensor cannot guarantee that the credit will be against the right account if proper reference is not made.

We take all reasonable measures to ensure that our website is a secure site. Please see the terms and conditions of use of our website concerning access to it and the use of the facilities on it. We take all the necessary steps to ensure that the information provided by you for the purpose of payment will be kept secure and in line with the POPI Act.

Some courses require a ZAR1 760.00 (One Thousand Seven Hundred and Sixty South African Rand) non-refundable registration fee.

A 50% (Fifty Percent) deposit is required which must be paid 10 days prior to class commencement.

The remaining 50% (Fifty Percent) is required before the South African Civil Aviation Authority examination is written or before the necessary competency certificate can be issued.

Invoice payment terms are as noted on your invoice or at least 10 working days before the start of the course, whichever is sooner. All Fees are to be paid 30 Days prior to your course completing.



For arranged payment, this is due every month before the 5th of the month to avoid a late payment penalty.

If any information that you have given us proves to be incorrect, which has resulted in our not charging you the correct fee for the courses that you are buying, we reserve the right to adjust the fee (upwards or downwards) so that it is the correct fee for your circumstances.

If the Licensee course fee and/or transgression fines are not paid in full by the time the licensee has to write the final SA CAA Exam, the Licensor reserves the right to not allow the Licensee to write the exam, and if an arrangement is made, the License for Licensee will be kept by the Licensor until Full payment is received. If by default none of this is upheld, legal proceedings will be brought against the relevant Licensee person responsible for the account with full legal costs being for their account.

## **5, COURSE CANCELLATION**

Delegates/Learners (Licensee) may transfer their registration for one course to another course up to **14 (Fourteen) working** days prior to the original course date. There will be a **20% (Twenty Percent)** Admin Fee charge for **any course cancelled**.

If you cancel a Training Course - all cancellations must be made no later than 14 (Fourteen) working days before the start of the relevant Training Course in writing. We will only accept cancellations that are **made in writing, and each will be evaluated individually**. If a Delegate/Learner (Licensee) fails to attend a Training Course, or cancellation is sought within 14 (Fourteen) working days prior to the start of such course, full payment will be required.

A course can only be postponed a maximum number of once.

Inform us immediately if you have to re-schedule or cancel the booking so that we can inform the relevant stakeholders. If this is not done cost will be for your account.

Each cancellation will be evaluated as per individual account and is subject to costs where a third party is involved, i.e., educational loan. Terms and conditions apply to all educational loans paid to the Licensor, in line with the agreement signed between the Licensor and Educational Loan Institution in line with the Financial Act.

In the event of cancellation, a cancellation fee will apply, as set out below:

- a. 20 (twenty) working days before the event start date 20% (Twenty Percent)
- b. 14 (Fourteen) working days before the event start date 50% (Fifty Percent)



c. 10 (Ten) working days before the event starting date 100% (One Hundred Percent)

**Should you have started and not finished the course or downgrade at any given time/day the course fees are not refundable.**

If the Licensee downgrades from their original package selected to another package, there is a 20% fee charged against the refund, and assessed individually.

Refund Policy: If the refund is approved by the Licensor, it will be made through the original mode of payment and payer only. Only one transfer by any licensee may be made.

**If the Licensor cancels a Training Course, or changes course content: The Licensor reserves the right to cancel a Training Course at any time, without incurring additional liability to the Licensor or any Licensee, in such circumstances, the Licensor will offer alternative dates, a refund in line with our policy or a Credit Note.**

## **6. TRAINING PROVIDER RULES, REGULATIONS AND PROCEDURES**

The Licensee agrees to abide by the Licensor's work rules, procedures, regulations and standards as amended from time to time.

6.1 The Licensor's **Code of Conduct** will be applicable and provided upon request to Licensee.

Any transgressions occurred during training will be issued an applicable sanction and a monetary fine. Due to the strict regulations within the aviation industry, transgressions of any kind will be held in a serious light, to ensure the safety for all students/staff attending our training courses.

## **7. CONFIDENTIALITY**

7.1 With regard to any materials that the Licensee may produce to the Licensor during a Training Course pursuant to the Licensor shall keep confidential know-how, including commercial and financial information, that is of a confidential nature, disclosed by the Licensee to the Licensor in a Project; \*not Publish Projects without the express prior written consent of the Licensee; and \*disclose know-how, and any other confidential information in Projects. only to those persons necessary for the purposes of the relevant Training Course and only to the extent necessary for the proper performance of their duties.

7.2 The Licensor shall procure that the obligations in clause 6.1 are observed by its employees, officers, and agents.

7.3 The Licensor shall notify the Licensee immediately if it becomes aware of any disclosure in breach of the obligations in this clause 6. At the request of the Licensee, the Licensor will take all such steps as are necessary to prevent further disclosure.



7.4 The provisions of this clause 6 shall not apply to: any Project that is required to be disclosed to a third party pursuant to the curriculum of the Training Course in which it was produced



and the Licensee was aware of this requirement at the time of presenting the Project to the Licensor; any information which is in public domain at the date of the presentation of the Project to the Licensor, or which subsequently comes into public domain other than by breach of this clause 6; or any information already in the possession of the Licensor at the date of presentation of the Project, other than under obligation of confidentiality; or any information obtained without any obligation of confidence from a third party that is not in breach of clause 6.

7.5 The provisions of this clause 6 shall be deemed effective from the date first presentation of a Project was made to the Licensor and shall remain in full force and effect for 10 years from that date.

## **8. LICENSOR'S LIABILITY**

Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

The Licensor shall not be liable under, or in connection with, this Licence or any collateral contract for:

- loss of income;
- loss of business profits or contracts;
- business interruption.
- loss of the use of money or anticipated savings;
- loss of information;
- loss of opportunity, goodwill or reputation
- loss of damage to or corruption of data; or
- any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- except for matters caused by the Licensor's negligence or willful default (or that of its employees and agents), the Licensor shall not be liable to you for any loss, harm or damage caused to any



candidate, candidates' property or the premises for any courses conducted by the Licensor on the premises.

You agree to indemnify and hold harmless the Licensor against all cost or losses suffered or incurred but the Licensor due to claims, demands, suits, proceedings, actions, losses, judgements, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions against the Licensor arising out of or relating to a third party's any alleged harm, loss or damage caused to a candidate's person, property, or to the premises on which the course relevant to such candidate takes place, due to any cause other than the Licensor's negligence or willful default (or that of its employees and agents)

Subject to what is provided above, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract whether in contract, tort (a wrongful act or an infringement of a right, including negligence) or otherwise, shall be limited to a sum equal to ZAR10 000.00 (Ten Thousand Rand).

The Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in South Africa.

## **9. EVENTS OUTSIDE OUR CONTROL**

The Licensor will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control.

Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

## **10. WAIVER**

If we fail, at any time during the term of this License, to insist upon strict performance of any our obligations, or we fail to exercise any rights or remedies to which we are entitled, this shall not



constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **11. ENTIRE AGREEMENT**

These terms and any document expressly referred to in them represent the entire agreement between both parties in relation to the purchase of Training Courses, Training Materials and Documentation and supersedes any prior agreement, understanding or arrangement between both parties, whether oral or in writing.

Both parties acknowledge that, in entering into these terms, neither of us has relied on representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between both parties prior to entering these terms except as expressly stated in these terms and conditions.

Neither party shall have remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## **12. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

The Licensor has the right to revise and amend these terms and conditions from time to time.

By registering for our Training Courses, you agree to these terms and conditions, which are transparent and visible to you prior to registering, and it is at your discretion to read all the terms and conditions and understand them. These terms and conditions will bind you and (your parent or guardian) upon registration for the Licensor Training Courses.