



## TERMS AND CONDITIONS OF SERVICE

Client Name: \_\_\_\_\_

# TERMS

**Academy** – refers to the RPAS Training Academy (Pty) Ltd with CIPC registration number 2015/116017/07 and physical address at 18 Granite Drive, Kya Sand, Johannesburg, 2163.

**Customer** – refers to the natural or juristic person responsible for payment of all services rendered and/or products sold by the Academy.

**Training Course** – refers to any individual training course or the aggregate of courses offered by the Academy.

**Student** – refers to the natural person that participates in the Training Course(s) provided by the Academy. The Student can also be the Customer.

**SACAA** – refers to the South African Civil Aviation Authority

**Group** – refers to the group of companies in the Drone Ops Group, namely: RPAS Training Academy (Pty) Ltd, Drone Ops (Pty) Ltd, SkySales (Pty) Ltd, and Advanced Aerial (Pty) Ltd.

**Skills Test** – refers to the designated flight examiner’s skills test which is required to pass an RPL course

**Training Coordinator** – refers to the chief flight instructor of the Academy

**Training Instructor** – refers to the qualified training instructor assigned to either the theory lessons or practical sessions

**Sales Consultant** – an authorised employee of the Academy who manages the relationship with the Customer

## **CONDITIONS**

### **1. GENERAL**

- 1.1 The Group reserves the right of admission and use of any and all property belonging to or in control of the Group
- 1.2 Customers and Students who use any physical premises of the Group do so at their own risk
- 1.3 No consumption of alcohol or contraband is permitted during training at any location relevant for the Training Course.
- 1.4 The Academy reserves the right to require proof of a clear (0.0 level) alcohol test for the Student or Customer's own cost at any time during the Training Course.
- 1.5 Smoking of cigarettes of any kind is only permitted in the designated smoking areas.

### **2. INTELLECTUAL PROPERTY**

- 2.1 All training files and related material is owned by the Academy and no distribution or duplication is permitted without prior written consent from an authorized Academy representative.
- 2.2 All copyright and other intellectual property, unless explicitly stated, are owned and/or control by the Academy.

### **3. RESPONSIBILITIES OF THE ACADEMY**

- 3.1 The Academy and its Training Courses are regulated by the SACAA and the Academy is responsible for the provision of services that are accredited by the SACAA.
- 3.2 All logbooks, training files, and copies of licenses will be securely stored at the Academy until the completion of the Training Course.
- 3.3 The Academy will endeavor to plan each Training Course according to a scheduled timeline. However, it reserves the right to reschedule or postpone any Training Course due to unforeseen circumstances.
- 3.4 The Academy will provide trained and qualified Training Instructors under the supervision of the Training Coordinator to ensure the student receives the best possible opportunity to pass the applicable Training Course.

### **4. RESPONSIBILITIES OF THE CUSTOMER**

- 4.1 The Customer is responsible to comply with the Training Course requirements set by the Academy which are regulated by the SACAA.
- 4.2 The Customer is responsible to adhere to and comply with the Commercial Arrangements set out in clause 7. below.
- 4.3 The Customer is responsible for the conduct of its Student(s) and will be liable for any damage caused by the Student as outlined in the relevant clauses below.

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## 5. RESPONSIBILITIES OF THE STUDENT

- 5.1 The Student must be eighteen (18) years of age thirty (30) calendar days before the date of the Skills Test.
- 5.2 Where online theory lessons are chosen, it is the Student's responsibility to ensure s/he has access to either a laptop or PC as well as a stable Wi-Fi connection in order to attend the online theory learning classes.
- 5.3 The Student is responsible to comply with the Training Course requirements set by the Academy which are regulated by the SACAA
- 5.4 All logbooks, training files, and copies of licenses must be stored by the Student at the Academy for the duration of the Training Course
- 5.5 The Student is solely responsible for obtaining and passing their aviation medical where required by the SACAA. Any further medical testing or examination is to be dealt with by the Student directly with the applicable doctor and/or the SACAA Medical Board.
- 5.6 The Student is responsible for managing their schedule in order to attend all Training Course theory lessons and practical sessions.
- 5.7 English Language Proficiency
- 5.7.1 The Student will be exempt from having to complete the English language proficiency test if s/he can provide **certified** copies of the following documentation:
- 5.7.1.1 A school-leaver's certificate or a statement of results indicating Matric, O, or M Level, with a pass in English first language with a minimum symbol of D or its equivalent.
- 5.7.1.2 Copy of a SAQA-recognised 2-year tertiary qualification with English either as a subject or English as the language of tuition and examination
- 5.7.1.3 Proof of being a present or past native of a nation where English is the first language such as the United Kingdom, United States of America, Australia, or New Zealand.
- 5.8 Exam Pass Rates
- 5.8.1 The Student must pass all exams with at least 75%.
- 5.8.2 Should the candidate not obtain a 75% mark, the candidates will need to wait for the below periods as per SACAA Regulation:
- 5.8.2.1 Exam mark of less than 74% but more than 50% - seven (7) calendar days waiting period, or
- 5.8.2.2 Exam mark of less than 50% - two (2) calendar months waiting period

## 6. TRAINING COURSE REQUIREMENTS

### 6.1 General

6.1.1 The Training Course is to be completed within three (3) calendar months from the scheduled start date. Failure to complete a Training Course within the specified time frame will make all prior examinations (theory and practical) null and void.

### 6.2 Theory

6.2.1 The Student may begin practical sessions only once the theory lessons and exams are completed and passed.

6.2.2 Where the online theory lessons are chosen, the student has a maximum of ninety (90) calendar days to complete all the online theory lessons.

6.2.3 Mandatory classes for eLearning must be confirmed with the training coordinator 24 hours in advance. Failure to cancel or attend the class will result in the fees for the lesson being charged to the clients' account.

### 6.3 Practical

6.3.1 The Student may book practical sessions for a maximum of four (4) hours per business day, with a minimum of two (2) hours break between each respective practical session.

6.3.2 Flying time shall be calculated from take-off time to landing time.

6.3.3 All flights are to be authorized by the applicable Training Instructor.

6.3.4 No aircraft shall be left unattended by the Student while the aircraft is active.

6.3.5 No aircraft shall be stored outside at night or in inclement weather.

6.3.6 Before flying, the Student must perform a lookout turn of at least 360° to confirm the airspace is clear for take-off. 6.3.8 No take-off shall be attempted by the Student without a radio broadcast.

6.3.7 No aircraft shall be stored outside at night or in inclement weather.

6.3.8 Before flying, the Student must perform a lookout turn of at least 360° to confirm the airspace is clear for take-off.

6.3.9 No take-off shall be attempted by the Student without a radio broadcast.

6.3.10 The Student shall have the appropriate flight operations documentation for the area in which they are scheduled to fly at.

6.3.11 After each flight, a post-flight inspection shall be carried out by the Student.

6.3.12 Each flight is to be preceded by a thorough pre-flight inspection by the Student, and all flight operations shall be conducted strictly in accordance with the limitations and procedures contained in the aircraft flight manual.

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## **6.4 Restricted Radio Telephony Exam**

6.4.1 The Academy will provide the Student with a list of approved online test centers to complete the restricted radio telephony exam.

## **6.5 Skills Test**

6.5.1 The Student has ninety (90) calendar days or less to complete and pass the Skills Test. Failure to do so within the specified timeframe will make all prior examinations (theory and practical) null and void.

## **6.6 Accidents/Incidents**

6.6.1 Any and all accidents and incidents experienced by the Student must be reported in writing to the Training Coordinator.

## **7. COMMERCIALS**

7.1 All quotations expire within 30 days of issue.

7.2 Pricing is subject to change after the quotation expiration date.

7.3 The Academy reserves the right to withhold the Student's SACAA license or halt the Training Course for the Student until such the Customer has paid its account in full.

7.4 Courier fees for applicable licenses are based on the main centers, local hubs in South Africa. Outlying areas and international couriers must be arranged by the Customer.

## **7.5 Payment Terms**

7.5.1 All quotations to be paid in full (100%) at least one (1) calendar week before the scheduled start date of the respective Training Course.

7.5.2 Any Customer who requires an account with the Academy must communicate the request in writing to the Sales Consultant.

## **7.6 Theory**

7.6.1 Any additional theory lessons or examinations due to the Student failing will be for the Customer's own cost.

## **7.7 Practical**

7.8.1 The Academy will not accept payment on behalf of Students for a test center. Payment must be made directly to the test center nominated by the Student and/or Customer.

## **7.9 Cancellations**

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7.9.2 Where the Student cancels a practical session less than 24 hours before the scheduled time, the session will be deducted from the total allowable practical sessions.

**7.10 Refunds**

7.10.1 Where the Student is unable to complete a section or sections of the Training Course due to factors out of his or her control, based on the Training Coordinators opinion, a credit equal to 75% of the quoted amount for the application section(s) will be credited to the Customer for future use no longer than six (6) calendar months from date of the credit being awarded.

7.10.2 No cash refunds will be awarded by the Academy to the Customer under any circumstance unless the Training Coordinator authorizes such refund.

7.10.3 Where a student fails to complete a Training Course or Skills Test within the aforementioned timeframe, no credit will be awarded by the Academy to the Customer.

**8. TERMINATION OF SERVICES**

The Academy will cease the Training Course with the Customer and/or Student if:

8.1 The student fails to comply with clauses 3.1 and/or 4.1

I, (FULL NAME) hereby sign in acknowledge and understanding of the above-mentioned terms and condition stated by RPAS Training Academy (Pty) Ltd.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Witness Name

Witness Signature \_\_\_\_\_