

FLYING TRAINING COURSE CONTRACT

Offer of Entry to the Pietermaritzburg Aero Club and Acceptance of Offer

Offer

On behalf of the Pietermaritzburg Aero Club ("the club"), we are pleased to offer you a place in the Pietermaritzburg Aero Club (Circle) PPL / NPL / Night Rating / CPL / FI / IR / NPL to PPL, course under the terms set out below.

Please complete and sign this document and return it to the club together with your Application for Club Membership before the commencement of any flying training.

Acceptance

I, the undersigned, accept the terms and conditions set out below, and I understand that the terms and conditions in this document will become binding when this form reaches the club's office at Pietermaritzburg after signature by me / my guardian.

Date of acceptance of membership _____

A. Personal Information

1. Details of student

First Name: _____

Cell # _____

Last Name: _____

Work # _____

ID# / Passport # _____

Home # _____

Pilot License # _____

Email: _____

Weight _____

Date of Birth: _____

Postal Address (if different):

Physical Address: _____

2. Next of Kin/Guardian

First Name: _____ Relationship: _____

Last Name: _____ Cell #: _____

Email: _____

3. Person Responsible for the Account :

- Student Other – please specify _____
 Next of Kin/ Guardian (above) _____

B. Rules of the Pietermaritzburg Aero Club

1. will abide by the rules and constitution of the club in force from time to time, together with the club's conditions of aircraft hire, South African Civil Aviation Regulations and the South African Civil Aviation Technical Standards as amended. I acknowledge that the discipline of the club is under the control of the club Committee which has the right in its sole discretion, to refuse to allow a student to return to the club, or to demand his / her immediate withdrawal from the club, or to suspend or expel a student summarily, for any cause judged adequate by it.
2. I acknowledge the full authority of the club Committee in all matters concerning the administration and running of the club.

C. Financial Matters

1. I understand and agree that all flying rates, course fees and other costs may be revised by the club committee from time to time at its discretion. I understand and agree that all payments due to the club are payable at the office of the Pietermaritzburg Aero Club, at the Pietermaritzburg Airport, Pietermaritzburg, by cash (office hours only), credit card, or by EFT.
2. I agree that payment for flying or any other service or item purchased from the Pietermaritzburg Aero Club shall be paid immediately after the purchase or flight , or by deposit account with the Pietermaritzburg Aero Club. Should any amount be outstanding after the 25th day of the month following the month of the transaction giving rise to the balance, interest shall be payable at the rate as determined by the Committee from time to time. I understand that the club shall be entitled, at its discretion, to require my immediate withdrawal from the club in the event of my failure to make any such aforesaid payment or payments.
3. I hereby agree that neither the student nor the club is obliged to continue this course. Should either the student or the club decide to discontinue this course, notice shall be given

in writing by email or delivered by hand to be received by the student or the club as appropriate. Neither the student nor the club shall have any recourse, whatsoever, to

the other for discontinuing the course, nor shall either be obliged to give any reason for discontinuation thereof.

4. I hereby agree that if I am withdrawn at the club's request or if the course is discontinued, I shall be liable to pay all fees owing up to the date of my withdrawal from the course or the discontinuation of the course, together with any charges incurred. The club shall be liable to return any pre-paid deposit, less the deduction of any outstanding monies owed to the club by the student.
5. I understand and accept that in addition to the course fees, I may incur further charges which are payable by me and such charges may include the cost of textbooks, equipment, a medical examination and fees as required by the South African Civil Aviation Authority.

D. Late Cancellation Fees

1. I understand and accept to pay late cancellation fees as determined by the committee from time to time in the event that I cancel my booking with less than 24 hours' notice, as late cancellations impact on the availability of the aircraft and Instructor to other students. I understand that there will be no late cancellation fee if the weather, or a reason acceptable to the committee, prevents the flight from occurring as planned.

E. General

1. I understand and accept that this contract constitutes the entire contract between the parties with regard to the matters dealt with in this agreement and no representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties.
2. I understand and accept no agreement varying, adding to, deleting from or cancelling this agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
3. I understand and accept that no indulgence granted by either party shall constitute a waiver of any of that party's rights under this agreement.

F. Indemnity

1. I do hereby for myself, my heirs, executors, and assigns indemnify and hold harmless the Pietermaritzburg Aero Club, the Pietermaritzburg Aero Club Committee, Instructors, Staff and Agents from any liability, loss or claim that may arise in the death, loss, injury or whatsoever to any person or property while using the Pietermaritzburg Aero Club premises, aircraft, facilities or equipment.
2. I understand and accept that the club shall not be held liable if, owing to the nature of the course and practical considerations, I am unable to complete the course.

G. Miscellaneous matters

1. For the purpose of this agreement, including the giving of notices and the serving of legal process, the parties choose *domicilium citandi et executandi* as follows: -

Pietermaritzburg Aero Club:
Pietermaritzburg Aero Club, Pietermaritzburg Airport, Pietermaritzburg:

the student's *domicilium citandi et executandi* (your home address):

2. For the purpose of all or any legal proceedings arising out of or relating to this contract the parties hereby consent to the jurisdiction of the Magistrate's Court for the district of Pietermaritzburg, notwithstanding that such proceedings are otherwise beyond the jurisdiction of such court, and this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act of 1944 as amended.

H. Acceptance Signature

Signed at _____ this _____ day of _____ 20____

_____ Student

_____ Parent / Guardian

Signed at _____ this _____ day of _____ 20____

for: Pietermaritzburg Aero Club



Date Captured on SEAMS: _____

SEAMS Log-in: _____

Password: _____ AUTH Code: _____