



MEMORANDUM OF AGREEMENT

INTERPRETATION

“The student” means with

I.D. / Passport number

“The company” means Phoebus Apollo Aviation (Pty) Ltd with registration number 2001/027674/07.

“Enrolment form” means pages 3, 5 of this agreement marked ‘Annexure 1’.

“Flight school rules” means page 4 of this agreement marked ‘Annexure 2’.

“This agreement” means the agreement as contained in this document consisting of 4 pages.

PARTIES

Phoebus Apollo Aviation (Pty) Ltd and

AGREEMENT

The parties agree as set out below :

1. The student hereby acknowledges and agrees to undergo training at the flight school of the company.
2. It is a condition of this agreement that the student completes the enrolment form.
3. If the student is under eighteen years of age, this agreement must be signed by his/her parent or legal guardian. The undersigned, being the parent/legal guardian of the student, consents to his/her application for admission at the flight school of the company and hereby binds him/her self irrevocable to pay all costs due to the company on his/her behalf.
4. [Only for International Students] It is the payment policy of the company that fifty (50) percent of the costs for each program is payable in advance prior to receiving the first instruction. The remaining fifty (50) percent must be paid in two (2) payments before the end of the course. In addition to the estimate of direct training cost, the amount due shall include an allowance to cover any unexpected costs of required examinations and/or program supplies plus a reserve in the students account. As each succeeding program is entered, full payment shall likewise be due in advance. A credit of R1500.00 (one thousand five hundred South African Rand) must be maintained for the purpose of insuring that the funds are available for any unrecorded costs.
5. It is further agreed between the parties that should additional instruction, for whatever reason, become necessary to meet the pilot certification standards, it will be the responsibility of the student, parent, guardian or guarantor to maintain a paid in advance status for the costs incidental to additional instruction.
6. Payment may be done in cash, by major credit cards or with electronic bank transfers. Electronic bank transfers should contain a note for the bank to telephone the company upon receipt of the funds.
7. In the event of a student or the company terminating this agreement for whatever reason, the company will charge a cancellation fee of twenty five percent (25%) of the contract price should the course not have started and fifty percent (50%) of the contract price should the first session have started.
8. Failure to comply with the flight school rules, with holding requested information or giving false information in the enrolment form constitutes a material breach of this agreement and the company holds the right to terminate this agreement upon such wrong doing.



MEMORANDUM OF AGREEMENT

AGREEMENT continued

9.1 The parties choose as their domicilia catandi their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

9.2 For purpose of this agreement the parties' respective addresses shall be:

9.2.1 The student at

9.2.2 The company at Hanger 21, Rand airport, Germiston.

9.3 or at such other address of which the party concerned may notify the other/s in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or poste restante.

9.4 Any notice given in terms of this agreement shall be in writing and shall

9.4.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery,

9.4.2 If posted by prepaid registered post be deemed to have been received by the addressee on the 8TH (eight) day following the date of posting,

9.4.3 If transmitted by facsimile be deemed to have been received by the addressee on the day following the date of despatch, unless contrary is proved.

9.5 Notwithstanding any thing to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such a party.

Signed at

On

Student:

Witness:

For the company being duly authorised hereto:

.....

Witness:



ANNEXURE 1 - ENROLLMENT FORM

PERSONAL INFORMATION.

Name (first, middle, last):

Permanent address:

.....

.....

Telephone numbers:

Sex:

Marital status:

Please consider my enrolment for the following courses:

(please indicate each course you wish to attend).

Private Pilot	()	Instrument rating	()
Commercial pilot	()	Multi-Engine Instructor	()
Flight Instructor	()	ATP Program	()

PHYSICAL RECORD.

Age:

Date of Birth:

Place of Birth:

Condition of health:

PASSPORT INFORMATION. (International students only)

Issued by:

Nearest Relative:

Passport Number:

Passport Expiry date:

Level of proficiency in English:

ANNEXURE 1 - ENROLLMENT FORM continued

STARTING DATE.

I would like to begin on: (day/month/year):

FLIGHT EXPERIENCE

Total flight time:

Dual Instruction:

Solo or Pilot in Command:

Aircraft Types:.....

I hold a class Medical certificate dated:

Limitations:



ANNEXURE 2 - FLIGHT SCHOOL RULES

1. It is a legal requirement to complete the flight authorization sheet in full before the departure of each flight.
2. Flight folio is to be completed in black pen only.
3. All landings and approach fees at airfields other than FAGM are to be paid on arrival at the airfields by the student.
4. Aircraft to be hangared after each flight.
5. Aircraft to be moved by 2 people to prevent damage.
6. Hanger doors to be opened fully.
7. Aircraft damage caused by student negligence shall be for the students account and will not be claimed from the aircraft insurance.
8. Students to have completed all the relevant documentation 15 minutes prior to their allotted bookings.
9. A minimum of R1500.00 must be available in the students account before each flight.
10. In the event of a "no show" the student will be charged for a 1 hour lesson at the dual rate on the aircraft booked.
11. All cancellations must be made 12 working hours prior to the booking. Any bookings cancelled after this time shall be charged a 50% of the dual rate on the aircraft booked.
12. Due to the close proximity of the flight instruction, personal hygiene is imperative.
13. The student is aware that a penalty structure is in place.