

TERMS & CONDITIONS – ORIENT FLIGHTS AVIATION ACADEMY

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1. These Terms and Conditions of Admission should be read carefully and understood before signing and submitting the application.
2. All students enrolled in programs and courses offered by Orient Flights Aviation Academy are subject to the rules of the academy. Students must assume full responsibility for compliance.
3. Orient Flights Aviation Academy reserves the right to make any addition, amendment or alteration to the rules.
4. Students are reminded that they must comply in both letter and spirit the law of the land where the course is offered in order to retain valid student status
5. Admission is subject to availability. Early application and payment is advised. Wire payments are recommended.
6. Student must understand that gaining admission into the Academy does not necessarily guarantee their registration.
7. **Admissions are valid only on passing class II & Class I medical fitness examinations. On us lies on the students to clear the same until completion of the course. Students are not entitled for refund of fees if they are found medically unfit.**
8. Students with non-science background or other unrecognized board can join the program and shall be responsible for clearing 12th std subjects as per DGCA norms. **Students are not entitled for refund if they do not pass the above said subject.**
9. **The obligation to pay the tuition fees is unconditional. No portion of such fees so paid or outstanding will be refunded or cancelled notwithstanding the subsequent absence, suspension, expulsion, dismissal or withdrawal of the student for any reason including medical reasons and other reasons beyond the control of the student.**
10. Student will be solely responsible for bearing any extra costs incurred towards the prolonged duration of course other than the stipulated duration as agreed for any reasons beyond the control of Orient Flights Aviation Academy.
11. Fees structure is subject to change if there is any increase in fuel, airport charges and any other charges as fixed by the appropriate authorities from time to time. In case, if any student is continuing the course or at non-completion stage and during such non-completion stage of the course, any fees structure is changed, such change in fees structure shall be applicable to the student who is continuing the course or in case any fees dues are pending, in such the increased charges shall be applicable on such unpaid fees.
12. **Fee shall be paid on the stipulated date and OFAA will not be responsible for any educational loan and delay of payment from the banks**
13. Students will be liable to pay all necessary bank and/or transfer charges for application processes. Please note that by making a fees deposit payment to the Academy, students agree to pay the full amount of their tuition fees to the Academy in due course as per the payment schedule. Students with outstanding balances will be immediately placed on hold by the academy, and may be barred from attending classes and flying training until payment is made in full. The Academy reserves the right to suspend, expel or prevent students from attending lectures and flights without any advance notice if their fees are in arrears or non-compliance to applicable Terms and Conditions. Students shall not transfer to another institution unless their account with Orient Flights Aviation Academy is paid in full.
14. **Payments made after 30 days of the due date are subject to a penalty amount of Rs. 100 per day or any amount prescribed by the management based on the course enrolled and amount of payment due.**

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15. All examinations in the aviation industry has to a pass percent of 70%. These standards shall be applicable to all the students. In case of any re-examinations, the student is liable to pay additionally for such re-examination. Students will not be allowed to attend the classes without prescribed uniform and identification card (ID) as issued by Orient Flights Aviation Academy.

16. The course fee for the programs offered by the academy does not include the following expenses which would be collected as decided by the management:

- a. Incidental charges related to the training
- b. Reference books and other necessary supplies which are not included in the course price.
- c. Travel Expenses
- d. Extra costs for English Improvement Classes which may be required by a student whose English language proficiency is inadequate

17. Students are responsible for payment for any damage caused by them to Orient Flights Aviation Academy and associate organization's property, including fixtures and fittings in approved accommodation. Occupants of shared accommodation are jointly and severally liable for the proper care of rooms, fixtures and fittings. Orient Flights Aviation Academy reserves the right to recover costs for damage or exceptional cleaning.

18. Any reference in these terms to liability of students shall also infer liability on the parent or financial sponsor, and such liability is joint and several.

19. Once the student has commenced the course or program, if:

a. The academy's ability to deliver programs or other services in accordance with the descriptions provided is compromised by circumstances beyond the control of the academy (e.g. third party industrial action or an act of god), the academy will use all reasonable endeavors to minimize disruption as far as it is practical to do so; **All applicable fees including Hostel, Mess and other outstanding dues will continue to be paid until the completion of program.**

b. The Program is cancelled or substantially varied from that described in the prospectus for reasons other than circumstances beyond the institution's reasonable control, the academy will use reasonable endeavors to provide a suitable replacement program, but cannot guarantee to do so. If the student does not wish to accept there placement program, the student shall be entitled to withdraw from the program. In the event of such withdrawal the academy shall make an appropriate refund of tuition fees. **Depending on the point at which the withdrawal takes place, the academy reserves the right to retain fees or charges to cover the tuition or services which the student has actually received.**

c. The Academy reserves the right to change or amend any or all of these refund procedures without any prior notice.

d. Students (and their parents or guardians, wherever applicable) agree that images, sound, details and achievements of Orient Flights Aviation Academy may be used in any media for promotional purposes without written consent or notification, as long as the images are used to publicize Orient Flights Aviation Academy

e. **Progression in the course or program is dependent on successfully passing of DGCA Papers with the minimum pass percentage prescribed for the course. The pass percentage of each course will be briefed during the commencement of the course**

20. Student who enrolled for CPL training shall complete the course within TWO YEARS (including the duration to pass all the DGCA examinations and 200 hrs flying), failing which, the student has to comply with revised fee structure which shall be applicable at the prevailing rates then.

21. The student and parents are required to provide Orient Flights Aviation Academy with a main and stand-by personal e-mail addresses and mobile telephone numbers prior to course commencement, in order that communication, including transmission of student reports, may be maintained at all times. Please also advise of any changes as they occur.

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22. It is the student's responsibility to provide valid and up-to-date contact information for themselves and, when appropriate, their agent. This contact information should include a working e-mail address. The Academy will assume that any method of communication for which the student has provided contact information, including e-mail, is secure. The Academy will not be liable for any damages, financial or otherwise, resulting from the release of the student's personal information to a third party as a result of communication with an invalid or insecure contact point or the interception of communication with said contact point, be it a postal or e-mail address, a telephone or fax number or an SMS.

23. Each student must arrive at their scheduled lesson prompt, prepared, and in a business-like manner. Students must remain respectful of other students, instructors, and administrators and must conduct oneself in an orderly and considerate manner.

24. Students will at all times comply with Director General of Civil Aviation, Airport and Academy rules and regulations. Instruction will be given and documentation provided in these rules and regulations, and periodically and appropriately from time to time. Failure to comply with this policy in a habitual manner shall be the ground for dismissal from the academy.

25. By signing the application:

Student understands and agrees to abide by the terms and conditions of Orient Flights Aviation Academy. Student waives and releases all claims against Orient Flights Aviation Academy, its associate organization and its agents for:

- a. Any injury, loss, damage, accident, delay or expense resulting from the Student's participation in the program.
- b. To indemnify them with regard to any financial obligations or liabilities that the Student may personally incur or any damage or injury to the person or property of others that the Student may cause while participating in this program.
- c. Student hereby acknowledges and agrees for themselves and their heirs, guardians, legal representatives, and assigns that they shall not make a claim against Orient Flights Aviation Academy, its officers, directors, managing agents, aircraft owners and employees, or any other person who may acquire an interest in Orient Flights Aviation Academy. Student here by completely release, acquit, satisfy, and forever discharge Orient Flights Aviation Academy, for any and all claims, actions, causes of action, damages, judgments or execution or any claims whatsoever in law or equity that Student may have now have or may have in the future against Orient Flights Aviation Academy., arising out of Pilot training.

Student further acknowledges and agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of India and that if any portion of said agreement is held invalid, it is agreed that the balance shall notwithstanding such finding as to any particular portion, continue in full force and legal effect. Student further acknowledges by signature on the application form, fully understand, that there are associated hazards in flying and flight training, including serious injuries and death from the use of aircraft.

26. The candidates who have been declared guilty of the following will be summarily dismissed and expelled:

- a. Obtaining support for his candidature by any means; or Impersonating; or Procuring impersonation by the person; or Submitting fabricated documents or documents which have been tampered; or Making statement which are incorrect or false suppressing material information; or Resorting to any other irregular or improper means in connection with his/her candidature for admission. Use of obscene language, misbehaving in any other manner with member of our staff or students or harassing or doing bodily harm to anyone.

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- b. A record of attendance is kept for each student. The Academy reserves the right to bar a student from examinations and withdraw them from their course if the student's attendance record shows that they have attended fewer than 80% of their scheduled lectures. The Academy reserves the right to suspend or expel such students, without any liability whatsoever to the Academy. In the event of unforeseen circumstances that prevent the student from attending their lectures, the Academy must be informed immediately to seek advice on how best to handle their situation.
 - c. The Academy reserves the right to expel or transfer students who fail to complete and submit compulsory course work, assignments and / or dissertations to the appropriate instructors / lecturers or who fail to satisfactorily progress their understanding of the subject matter taught on their chosen course, without any liability to the Academy.
 - d. The Academy imposes a strict code of conduct on its students. Orient Flights Aviation Academy expects its students to behave as responsible and mature individuals and to act within the moral and legal norms of society, whether they are on Academy premises or otherwise. The use of recreational drugs, alcohol or tobacco products are prohibited on Academy premises. Use of Mobile / Cell Phones in the class room is prohibited. Phones will be confiscated and will not be returned if found to be used inside the classroom. Students are required to attend all lectures, classes and tests and to submit written work as required by lecturers / Instructors
27. The Academy reserves the right to cancel any advertised courses due to insufficient admissions or enrollments. The academy authorities, may due to very low attendance making it unviable for the Academy to continue, cancel classes. The Academy reserves the right to amend, where necessary, fees and dates of courses. The Academy prospectus is subject to alteration without prior notice. In case of course cancellation, the student can only make refund request if the Academy has failed to offer an alternative course.
28. Students who make exceptional progress in their studies and who are subsequently able to cover their course syllabus and pass associated examinations prior to the scheduled end date of their course will not be able to maintain their student status beyond the date of completion of their examinations without re-enrolling on a new course of study.
- 29. Students wishing to continue studying at Orient Flights Aviation Academy after their previous studies have ended in either of the above circumstances must re-enroll on a new course of study. For New enrollments in either of these cases the student is liable to pay Academy's standard course fees.**
30. The Academy will assist students in acquiring recommended textbooks and relevant materials at reasonable cost. Some reference material is available in the Academy Library for consultation. Students must arrange to acquire and read the required textbooks and course study materials prior to the relevant lecture. Students should also arrange to purchase such stationary as may be needed for their studies.
31. Only those students who complete their attendance requirements of 80% of the scheduled lectures, do not have any pending financial dues, not barred from examinations by the Accounts Department due to disciplinary or other misdemeanors and have no failings or discrepancies in their academic record are allowed to take periodic examinations for their course, provided their Instructor/Lecturer has recommended that they take such exams.
32. When requested, the Academy will inform, counsel and assist students in negotiating different external examination entry procedures like those conducted by Directorate General of Civil Aviation. However, it is the responsibility of the students to keep themselves informed and prepared for such examinations as recommended by the Academy and to register with these authorities in time. Students will be expected to pay all student examination and membership fees. The Academy does not charge any fee for helping students in this regard.

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33. Students are allowed to take a maximum of two breaks during the entire course. These breaks should not exceed a period of 20 days per break. If Student needed to take a longer break, he / she will be charged for the additional dual flying required for recency training. Students exceeding the prescribed course duration of 12 months will be charged additional tuition fees as required.

34. Insurance is mandatory and Student will need to buy their own personal health and accident cover while they are in training, since medical treatment is not free. In the event of an accident it is the student's responsibility to pay for the damages caused.

35. Orient Flights Aviation Academy reserves the right to amend advertised course content, tuition fees and start dates for its courses at its discretion and without any prior notice. The Academy reserves the right to amend or alter the Terms and Conditions at its discretion and without any prior notice. Students are reminded to visit the Academy website regularly for the details of up-to-date Terms and Conditions.

36. Hostel fee & Mess Fee once paid shall not be refundable under any circumstances. This should be paid annually in advance at the beginning of every year. Hostel fee /Mess Fee once paid, shall not be adjusted towards Course fee or any other fee. Management reserves the rights to stop flying training if the hostel fee is overdue.

37. Students have to give one-month prior notice to Vice President & Admin for vacating the hostel. Hostel will be chargeable if students vacate without prior notice.

38. Under circumstances where flying is not provided by the academy, the hostel charges will continue to apply and the candidates are required to pay the same.

39. Separate declaration of details of private vehicles of trainees and with regard to safety norms to be signed by parents.

40. Management's decision is final in all matters.

Applicant Signature

Name:

Date

Parent/Guardian Signature

Name:

Date

Finance Manager/ AGM

Name:

Date: