



US Office Address: Richard Jones Jr. Airport  
203 Cessna Drive  
Tulsa Oklahoma 74132  
United States of America

Tel: +1 918 298 3164 Fax: +1 918 298 3729 Web: riversideflightcenter.com Email: info@riversideflightcenter.com

## TERMS and CONDITIONS

### PRELIMINARY

#### Applicability

This Agreement is applicable only to those courses that take place at Riverside Flight Center.

Definitions in this Agreement:

- 'AGREEMENT' means the Terms and Conditions set forth herein agreed to by the School and the Student for the provision of pilot training by the School;
- 'COURSE' means the course of training to be undertaken by the Student at the School;
- 'COURSE MATERIALS' means teaching materials, information or equipment in any format provided to the Student by the School for the purposes of the course;
- 'DEPOSIT' means the registration deposit specified in this Agreement;
- 'SCHOOL' means Riverside Flight Center.

#### General Interpretation

In this Agreement:

- words denoting the singular include the plural and vice versa;
- words denoting one gender include each and all genders;
- headings are for convenience of reference only and shall not be construed as part of this Agreement or to limit or otherwise affect the meaning hereof.

### GENERAL

#### Force Majeure

The School shall not be liable for any failure or delay in performance of this Agreement, which is caused by circumstances beyond its control.

#### Jurisdiction

This Agreement and the relationship between the Student and the School shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma without reference to any principles of conflict of laws. The Student hereby consents to the exclusive jurisdiction and venue of the State and Federal courts in Tulsa, Oklahoma in all disputes arising out of or relating to this Agreement.

#### No Waiver

No provision of this Agreement may be modified, waived, or discharged by either party unless such waiver, modification or discharge is agreed to in writing signed by both parties.

#### Severability of Invalid or Unenforceable Provision

The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

### SCHOOL'S OBLIGATIONS

#### Provision of Course

The School will provide course materials, practical training and instruction, ground and flying instructors, aircraft, and equipment as relevant and appropriate to the nature of the course.

#### Course Variation

The School may at any time or times vary the content of or otherwise alter any course provided that such variation does not of itself prevent the Student from attaining a standard advertised as attainable under such course.

#### Length of Course

The duration of the course will be as stated on the School's web-site. The School may, in its discretion, vary the duration of the course as it sees fit to take account of weather conditions, the ability of the Student, or otherwise as the School shall deem requisite or expedient.

### STUDENT'S OBLIGATIONS

#### Payment of Deposit

A deposit must be paid to the School before the Student will be accepted on a course. Payment may be made in cash, local check, by Internet transfer, or by electronic transfer. All bank charges are the responsibility of the Student. The amount credited for this deposit will be used towards the training fees of the course. The deposit is not refundable.

#### Payment of Fees



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The Student will pay the fees for the course at the rates set forth in the training Agreement. The Student's account must be in credit at all times. Payments may be made in cash, by check, by Internet transfer, or by electronic transfer. All bank charges are the responsibility of the Student. A credit or debit card cannot be accepted for the training fees on guaranteed courses. Fees paid to the School cannot be used for personal expenses.

#### **Additional Fees**

The Student will pay for any extra training, ground examinations, or flight tests that may be required to reach the standard necessary to complete the course, unless they are enrolled on a guaranteed program.

#### **Additional Fees for a Guaranteed Program**

The Student will pay for any extra training if he exceeds the minimum regulatory training hours for any individual course by more than 100%. The regulatory minimum for the PPL is 35 hours. No additional fees are required if the course is completed in less than 72 hours in the aircraft. The regulatory minimum for the IR is 35 hours. No additional fees are required if the course is completed in less than 72 total hours which will be a combination of Advanced Aviation Training Device and Aircraft time. The CPL is limited to a maximum of 120 hours.

The Student will pay for any extra examination fees if he fails a flight test or ground examination. The Student must pass each stage check within three attempts to remain on a guaranteed program.

Under Part 61 and Part 141 for the Commercial or Hour-building Program there is a requirement of at least 3 flights that equal at least 9 hours to be checked out for solo privileges. Riverside Flight Center will allow a student 2 extra flights and up to 4 hours to get checked out for solo hour-building flights. After 13 hours, the student is responsible for the cost of the safety pilot at a rate of \$25 an hour. If a student has any issues during their hour-building and is reassigned a Safety Pilot, for any reason, the rate is also \$25 an hour. This charge for a Safety Pilot/Instructor is extra from the guaranteed price.

The Student is responsible for accommodation costs if training is extended beyond nine months. If the Student terminates accommodation, the Student must provide 30 days notice. Any damage/neglect to the school property, including accommodation will result in additional fees outside the Guaranteed Program Price.

Students must pass an Oral Portion of each Stage Check. Students are allotted 2 hours of Oral time to complete each Stage Check Oral. If a student goes over the two hours they will be charged for each additional hour at \$45 per hour.

#### **Age and Qualifications**

The Student warrants that he will have reached the age of 17 years and 8 months before the start of the course. Students below the age of 18 at the start of the course must have the written consent of a parent or guardian. The Student also warrants that he has attained the entry requirements appropriate to the course and that he is eligible to take the relevant regulatory authority skill tests and examinations.

#### **Attendance**

The Student shall attend all lessons scheduled by the School's officers or instructors. Students enrolled on a guaranteed program must be available for lessons for at least five days each week and the School office must agree to any absence for periods greater than two days.

#### **Behaviour**

The Student shall observe any regulations and instructions issued from time to time by the School or any of its officers or instructors. The Student shall not behave in a manner likely to damage the reputation of the School or to compromise the safety of others in any way.

### **INSURANCE AND LIABILITY**

#### **Insurance by the School**

The School undertakes to effect and maintain an all risks aviation liability insurance policy and shall include the Student under said policy.

#### **Exclusion and Limitation of Liability**

The Student understands that there are inherent risks involved in aviation activities and hereby personally assumes all risks associated with the School's courses. In this regard, the Student hereby voluntarily releases the School, its officers, employees, directors, and agents from any and all claims, demands, and causes of action by the Student, his family, estate, heirs, or assigns, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, personal injuries or death that have been or that may have been sustained by the Student during participation in the School's courses.

The School's aggregate liability under this Agreement shall be limited to sums recoverable under its aviation liability insurance policy.

#### **No liability for Property damage**



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The School assumes no responsibility and will not be liable for loss of or damage to any property of the Student.

**Motor Vehicles**

The School assumes no responsibility and will not be liable for any loss or damage arising from the conveyance, use or storage of the Student's motor vehicle(s).

**TERMINATION**

**Termination by School**

The School may terminate this Agreement and/or the provision of training by the School to the Student at any time if:

- the Student fails to meet any obligation under this Agreement;
- the Student fails to maintain their account in credit;
- the conduct of the Student is inappropriate or represents an unacceptable safety hazard;
- the performance of the Student is otherwise unsuited to the course or to piloting an aircraft.

The School's discretion and decision to terminate the Agreement shall be absolute and final.

**Termination by Student**

The Student may terminate this Agreement with one month's notice. Any purported notice of termination by the Student shall be in writing and will not be effective until actually received by the School.

**Effects of Termination**

If this Agreement is terminated for any reason the Student shall remain liable for all course and accommodation fees owed by him to the School at the date of termination. The Student shall be entitled to any refund of money paid in advance to the School in respect of course fees not yet incurred at that date. M1 Visa status will be transferred to other schools on payment of a \$500 administration fee.

I (the undersigned) have read and agree to all statements in this Agreement.

\_\_\_\_\_  
Student's Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date