

Student Induction – Code of Conduct and Memo of Understanding



This document is provided to each new student at Flight One. It sets out our mutual obligations which are tailored to engender a quality learning environment and outcomes.

Risks

Flight Training involves the management of risks and the constant focus of all parties to the critical issue of safety. Flight One seeks to maximize the delivery of safe services to all of our clients. However, there is no avoiding the fact that flight, as a concept, can involve risk to persons and property. By executing this agreement to undertake flight training with Flight One, you accept this risk and hold innocent any of Flight One’s staff or officers except where the law places strict liability upon the Company or where negligence can be proven by law.

Acknowledged by the student: _____ Date / /20__

Behaviors

Our beliefs unite us to do the right thing, help others and realize potential and are supported by a set of behaviors that ask us to always be authentic and respectful, work together and create value through excellence.

We anticipate acceptance of these behaviors by our students. To that end, you agree to:

- Not use discriminatory language that may offend a person, group or organization based on race, religion, sexuality, social status, occupation or any sort of type-casting whatsoever.
- Use offensive language or act in a manner contrary to the interests of community harmony.
- Be considerate of others in connection with your personal hygiene, smoking habits or other lifestyle choices.
- Not engage in activities within Flight One premises that might contribute to safety or personal welfare concerns of staff or other clients or guests.
- Always adhere to the legal instructions given by Flight One staff.
- Always operate equipment in a responsible manner and, in the case of aircraft, strictly in accordance with the Pilot Operating Handbook.
- Be accountable for your actions, and take responsibility for your progression and your interactions with our Company.

Communication & Responsibilities

Students are Responsible for:

- Updating of Student Training Records and Pilot Logbooks.
- Reviewing your performance after each flight and writing these thoughts in records under ‘student comments’.

- Questioning Flight Instructors on any aspect of training on the ground and in flight phase.
- Preparing in advance for flights with the knowledge that progress is continually observed and monitored.

Instructors are responsible for:

- Maintaining Student Training Records
- Recording students as **Competent** or **Not Yet Competent** at the end of each flight sequence to the required standard 1,2,3 or 4.
- Informing the Chief Flying Instructor through a formal written process of ‘overflying’ in any aspect of flight training.
- Encouraging students to ask questions and discuss their progress
- Reflecting upon personal instructional techniques
- Seeking advice from the Chief Flying Instructor and senior staff.

The management team at Flight One have an ‘open door’ policy, inviting students and instructors to discuss progress at any time. Disputes will be handled locally, with professional decorum. In the event that a major matter cannot be handled on site, the matter may be referred in writing to the full Board of Directors at PO Box 3713 South Brisbane Q 4101 for further deliberation. At all times, such interactions will be guided by Flights One’s CATS principles, further set out in this documentation below.

Accounts

Student Acknowledgement: I am enrolling in Flight One as a PPL / CPL / Other Candidate (Circle One) and acknowledge my responsibility to comply with the statutory requirement for GST provisions applicable to this enrollment.

_____ / ____/20 *(Student Signature & Date)*

Our services are delivered to you in good faith. We expect to be recompensed in the same spirit.

Payment is accepted in the form of credit cards, cheque (for approved students) or via electronic deposit. Internet access is available in house to permit onsite funds transfer if required. Cash is only accepted by prior arrangement and for the exact amount. Change may not be available.

The following credit cards are acceptable - Visa, MasterCard and AMEX. There is a fee for the payment of your tuition fees by credit card. Refer our Administration staff for the fee amount.

Credit: No credit will be provided. Your account must be kept at \$0* or at a positive balance at the conclusion of each day’s activity.

Payment Terms

The payment method for your tuition is similar to other colleges or universities where you must pay in advance for your semester or phase of your course.

Option A: Payment in full for our estimate of costs prior to commencement of the phase or course. This does not dilute the requirement for the accounts to always remain at a positive balance as set out above.

Option B: Progressive payment with payment required after each flight or day of training if more than one flight.*

(Flight One reserves the right to amend the minimum balance requirement held in escrow on behalf of a student at any time.*

Cancellation Fees

It is with reluctance that we have had to introduce a late cancellation fee as without sufficient notice, an Instructor, an aircraft or both, are subsequently left idle. The ultimate result is an increase in our flying fees, which of course then affects all of our students.

Should you have to cancel a Flight or Simulator session please do so by **no later than 24 hours prior to the session**, otherwise a fee of \$132 (subject to change from time to time) may be charged to your account. Naturally, this fee does not apply to a cancellation for an accepted weather conditions or equipment failure on our part.

Rights Reserved

Students must note that the course cost indicated on our course information material is NOT a guaranteed course completion price. The indicated course cost is simply the cost for the syllabus content as indicated on the Course Information document.

As all students learn at a different rate, Flight One cannot guarantee that a student will complete the course in the duration or flying hours indicated on the course information sheet. If additional tuition is required to achieve the required CASA competency, the cost of such additional tuition and all associated costs such as but not limited to landing fees will be charged at our standard rates.

While every effort is made to complete the course in the nominated duration, no liability will be accepted by Flight One in regard to courses that for whatever reason are not completed in the nominated duration.

Flight One reserves the right to:

- Cancel your enrolment at anytime there is a material breach of our regulations and requirements (with a full refund of any unutilized pre-payments to you).
- Pursue legal recovery action against you for any outstanding monies that may become owed by you. This may include transferring collection activities to a debt collection agent, listing your default with the Credit Reference Association of Australia (which may have implications for your ability to raise credit in the future) or pursue legal action directly against you.
- Any costs associated with recovering any outstanding monies from a student or customer shall be the responsibility of the student or customer and shall be added to the amount owing to Flight One.

Client Service Charter

At Flight One, our approach to the delivery of exceptional customer service is built around the CATS model. As such, we will always endeavour to be:

Client Focused

More than just a catch phrase, we understand that our business is built on the satisfied smiles of our clients and students. Our starting point is what we call "The Rule". It is never the traveller or student's responsibility to know anything about charter travel or CASA curriculums – ever. This thinking puts the onus on us to deliver you a seamless service where we carry the obligation to achieve a desirable outcome. You concentrate on the reason for your travel or the quality of your study, and let us take care of the rest.

Accountable

At Flight One, it is all about "we, us & I". We don't play the "they, them, you" blame game. We exist to provide a service, and our belief is that our customer is the one who ultimately dictates the future viability of our business. With that in mind, within the boundaries of operational safety and statutory requirements, we will always do what we can to ensure that what we commit to, we deliver.

Furthermore, our accountability to the regulatory authorities is something we take most seriously. We will diligently adhere to the standards set by them to ensure you both a safe and comfortable journey and a quality learning experience.

Team Oriented

The history of the general aviation industry is not replete with stellar examples of staff engagement and development. At Flight One, we'd like to change that. Our commitment to our staff includes a rewarding remuneration structure that was designed to attract the best candidates who can both work with your business to develop effective transport solutions, and satisfy the enquiring mind of the avid student. The Directors have a passion to overlay a customer focused, commercially sound operating environment that encourages initiative, engagement and delivers job satisfaction. A well rounded team of ambassadors is one way we look to ensure your ongoing patronage.

Success Driven

Our ultimate success is achieved by realizing our vision - to be the general aviation services provider of first choice for both our commuting clients and our students. We won't be happy with ourselves until we have delivered world class performance. We will recognize and celebrate your success as you achieve your milestone goals in business and in learning, and invite you to be a stakeholder in our success by providing us with regular feedback, notes for improvement and positive publicity where we have delivered an exceptional result.



Perpetual Aircraft Private Hire Agreement

Hiree: Flight One (Services) Pty Ltd ABN 86 135 832 718 in conjunction with Flight Two Pty Ltd

Place of delivery and return of aircraft: Archerfield Airport

Read And Accepted. Student to Initial _____

Flying Hours: Operating hours of the aircraft as indicated by the aircraft air switch

This agreement is binding in perpetuity and relates to any and all aircraft privately hired by the Student / Hirer from the date of this agreement.

Terms & Conditions

1. The Hirer shall be able to demonstrate a minimum of the experience on type required to meet the insurance requirements for the hired aircraft, and may at the discretion of Flight One, be required to conduct a check flight with a Flight One team member.
2. The Hirer will remain the Pilot in Command for the duration of the hire period
3. The Hiree will wet hire the aircraft to the hirer for consideration of an hourly charge for each flying hour during which the aircraft is operated in the hire period. The hourly rate for each aircraft is published in our *Guide to Rates & Charges* updated from time to time.
4. The Hirer may, at the discretion of Flight One pay to the Hiree a non-refundable sum of money prior to the commencement of the hire period, in respect of a minimum of 50% of the estimated flying hours to be flown by the Hirer.
5. Before the commencement of the hire period the Hirer will in conjunction with the Hiree certify the air switch hours of the aircraft and the general condition of the aircraft by way of written report to be appended to the Flight Dispatch documentation.
6. Within two days of the completion of the hire period, the Hirer must deposit by electronic funds transfer to such bank account that the Hiree may specify, payment in full for the flying hours flown in excess of the first 50% at the specified rate (if enforced from Item 4), along with any differential for fuel costs incurred during the hire period above a nominated dollar cost per litre. This per litre cost is published on the Flight One website and updated from time to time in line with the average cost of fuel across the districts in which we operate.
7. The Hirer accepts the aircraft in the condition in which same is found as at the commencement of the hire period, and no warranty as to fitness for purpose or suitability or otherwise is provided by the Hiree.
8. The Hiree is responsible for the cost of routine scheduled maintenance but is not liable to the Hirer for any loss occasioned to him / her by reason of the aircraft not being available for this reason.
9. The Hirer shall raise no objection nor seek any rebate if any equipment installed on the aircraft becomes unserviceable during the hire period.
10. The Hirer is responsible for returning the aircraft to Archerfield Airport at his / her own expense regardless of any cause of unserviceability arising during the hire period.
11. The aircraft must at the end of the hire period be returned to Archerfield with the same amount of fuel (approximately) on board at the commencement of the hire period) with all equipment, manuals etc that are provided with the aircraft) in a clean condition.
12. The Hirer is responsible for the cost of repair of all damage sustained by whatever cause to the aircraft during the hire period. If any insurance excess is payable in respect of a claim concerning damage to the aircraft during the hire period, the hirer must pay same promptly on demand of the Hiree.
13. The Hiree will ensure insurance is maintained in respect of the aircraft during the fire period. The Hirer must comply with the terms and conditions of the owners insurance and must not

consent to permit any act or omission which might invalidate or render unenforceable the whole or any part of such insurance.

14. The Hirer must not allow the aircraft to be utilised for ab initio training, aerobatics or low flying.
15. The Hirer must not permit any repairs or work to be conducted on the aircraft without the consent of the Hiree being obtained.
16. The Hirer must comply with all Air Navigation, Civil Aviation and Airworthiness Orders, Regulations and requirements.
17. The Hirer must pay for oil and other consumables (including fuel costs over the nominated per litre price) used by the aircraft and pay all landing, air navigation ground handling, parking and other operational charges that may be applicable during the hire period. The Hirer must promptly pay such sums after the Hiree receives particulars of same and provides such particulars to the Hirer. Note: For WET hire, clause 17 is rescinded except for the "over" the proscribed dollar per litre cost of fuel content.
18. If the Hiree has reasonable grounds for so doing concerning safety or the welfare of the Aircraft, the Hiree may direct the Hirer to return the aircraft to Archerfield prior to the conclusion of the hire agreement, whereupon the Hirer must comply with such direction.
19. The Hirer must operate the aircraft with every reasonable care and precaution according to the highest standards of aircraft management, maintenance and airmanship and strictly observe and comply with the Aircraft Owners Manual and maintain the aircraft, its engine/s and equipment in a proper and airworthy condition. The Hirer should also make him/herself familiar with the Flight One Operations Manual, a copy of which may be reviewed in our offices at any time.
20. The Hirer must keep the aircraft under their control and supervision and properly secured when not in flight and must clean the aircraft inside and out (to the condition the aircraft was supplied in) at the conclusion of the Hire Period.
21. The Hirer must indemnify and keep indemnified the Owner / Hiree against all actions claims suits demands losses and expenses that may be occasioned to the Owner / Hiree or may arise against same as a result of the breach of this agreement or as a result of anything arising in respect of the aircraft during the hire period.

This document has been read by me and I clearly understand my responsibilities as set out under this document. I agree to be bound at law by the terms and conditions as set out within this document, and by any unilateral changes for all students published by the Company which may impact on my rights and obligations in the future.

Signed this _____ day of _____ 20____

Executed as a deed by the Student: _____

Name: _____

Accepted for and on behalf of Flight One : _____

Name: _____