

## **AlphaPilotAPS – Terms & Conditions**

Effective Date of these terms: 04/05/2024

### **AlphaPilotAPS Subscription Key Facts**

1. Contractual 24 Month agreement upon signing of this agreement.  
Priced at £80 per month for 2/hrs flying per month (£40 per hour)
  - i. There is no upfront simulator training fees
  - ii. Basic Training of 12 hrs at a rate of £2500 incl VAT and fees is fully sponsored by AlphaTech to the AlphaPilotAPS cadet.
2. Cancellation during the first 12 months is possible in certain circumstances. Charges will apply.
3. Payment for subscription is taken monthly by continuous card authority by Square POS
4. A payment card must be saved to file with Square POS at all times for automatic renewal
5. All AlphaPilotAPS members must adhere to AlphaPilotAPS Standards Document and AlphaTech Standards Document
6. Basic Training is required to be completed within 4 calendar weeks unless otherwise agreed
7. All prices include VAT, and other Fees

### **Formation of Contract between you and us**

Your contract between you and us is formed when you accept these Terms & Conditions during the online onboarding process of AlphaPilotAPS Application.

The contract is between you and AlphaTech.

### **Course Commencement & Basic Training**

1. AlphaPilotAPS Basic Training can commence upon the signing of this agreement. There is no upfront cost for initial training. In return for no upfront training cost, AlphaTech offers;
2. Your Subscription Starts when this agreement is signed and your first payment is due on the first 4<sup>th</sup> Day of the month. Any subscriptions paid before Basic Training is completed are held in credit for you to use when Basic Training is complete.
3. Contractual agreement of 12 Months, priced at £40 per hour per pilot, with a minimum 2hrs every month, totaling £80 per month. This is the AlphaPilotAPS only monthly payment.
4. AlphaPilotAPS Basic Training MUST be completed over a period of NOT MORE than 4 weeks from the date of the FIRST training session. Please allow adequate time planning for this. AlphaTech recommends training to be done over a period of not more than TWO WEEKENDS but we remain flexible in this approach.
4. Should Basic Training NOT be completed within 4 weeks the AlphaPilotAPS will be required to pay a surcharge for extended training timescale of £155 incl VAT to allow for any refreshment training due to an extended break from training, unless otherwise agreed.
5. Extra Training. Should the AlphaPilotAPS be unable to complete the basic training to the required standard and further training is required beyond the 12 hrs dual instruction of the course, the AlphaPilotAPS will be required to undertake further training until such a time the standard is met. The charge for this is £65 per hour. Training Standards are reviewed at the end of every training hour and fully debriefed, however the AlphaPilotAPS Cadet should take every opportunity to study the course material beforehand.

## Principle Terms of AlphaPilotAPS Subscription

**One Subscription Scheme is available.**

**All prices include all fee and VAT.**

- 1. Standard Scheme £80 per month. (£40 per hr paid in advance, 2 hrs per month)  
Rollover of hours up to a maximum of 7 Calendar Months.**

### Subscription Conditions & Terms

- The agreement starts as soon as joining AlphaPilotAPS accepts these terms.
- Membership starts on the day the contract is signed.
- Membership is a for a minimum period of 12 months from the membership start date.
- During the first 12 months of this agreement cancellation may only be considered as per the Fair Cancellation Policy below, but charges will still apply.
- Members are entitled to all rights and privileges for the type of membership chosen.
- This agreement is non-transferable.
- AlphaTech recommends flying a minimum of 2hrs per month. However unused hours will roll over into the next month for a maximum of 7 months. The most hours that can be held in credit is 14hrs.

### Payments

1. All payment for membership is due in advance as follows:
  - a. Standard Scheme: A pro-rata initial payment for the balance of the first month's membership, followed by advance payments on the 4th day of each following month by Continuous Card Authority. The AlphaPilotAPS must at all times have a card saved to file without exception. If a card is not saved to file the subscription carries an additional rate of £5 per month to cover our costs of manually processing payments.
  - b. (Optional) Printed Full Colour AlphaPilotAPS Training Manual Material: Priced at £145 is payable upon signing of this agreement.
2. Initial payment is due and payable immediately before any facilities may be used. These payments are non refundable except in circumstances where:
  - a. There has been a breach or negligence by us in exceptional circumstances.
3. All monthly membership payments shall be paid by Continuous Card Authority and are payable monthly in advance.

4. A minimum of 12 monthly payments are required before this contract may be terminated. Once you have completed the 12 monthly Continuous Card Authority payments you can cancel your automatic renewal payments (see below) anytime by contacting AlphaTech and giving 30 days notice in advance. You should not cancel your Continuous Card Authority mandate with the bank until the final months payment has been drawn.
5. If you fail to pay any amount due under this agreement for a period of more than 14 days, you will be denied access to the facilities until the amount due has been paid in full within 5 days of the invoice being due, normally 4th of every month. If you fail to pay on the 4th of every month, a missed payment charge of £8 will be added to your account.
6. You agree to advise us promptly of any change to the member details provided, including paymentcard details AlphaPilotAPS Payment Terms and Conditions 12 month contract. A credit or debit card must always be on file with our merchant. There are no exceptions.
7. A member whose membership account is terminated due to non-payment shall forfeit all the privileges of membership with immediate effect, there will be no entitlement to refund of any monthly fees charges already paid and all hours carried forward shall be forfeited.
8. AlphaTech reserves the right to increase the hourly rate, thus monthly subscription, subject to 30 days notice, at the discretion of AlphaTech.
9. For the avoidance of any doubt, any member who re-joins the scheme following any previous period or periods of membership shall pay the appropriate joining fee for new members at the time. The joining or re-joining fee is currently nil. AlphaTech retains the right to amend the joining or re-joining fee at any time with 30 days notice.
10. For members under 18 only (third party payer) the agreement to pay is with the person who gives consent to the membership this must be the same person who makes the payment in full or initial payment and subsequent payments. It is the person over 18 who signs these terms and conditions and pays the membership fee that will be responsible for any breach of these terms and conditions.
11. AlphaTech Standards Document should be adhered to at all times.

## **Membership Renewal**

1 At the end of the 12 months membership you may prevent automatic renewal at any time by giving 30 days notice in advance at AlphaTech. You should not cancel your Continuous Card Authority mandate with the Bank until the final months payment has been drawn.

## **Fair Cancellation & Cancellation of Subscription Contract**

1. AlphaTech operates a fair cancellation policy. Only under the following circumstances will we consider the cancellation of a membership within the first 12 months of membership.
2. Relocation: This agreement may be cancelled if the member moves to a permanent address outside of Great Britain, Northern Ireland or the Rep of Ireland. A copy of a utility bill or bank statement showing the new address should be supplied in support of this.
3. Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the opinion of a suitably qualified medical practitioner, prohibits exercise for 3 months or longer. Appropriate proof may be required.

4. Hardship: This agreement may be cancelled where the members financial circumstances have reduced to the extent where it makes it difficult to sustain the membership. Appropriate proof must be provided. E.g.

- a. Redundancy or loss of employment
- b. Anything else upon the discretion of AlphaTech

5. Pregnancy: This agreement may be cancelled upon receipt of appropriate written proof being given.

Please note – cancellation for the above reasons will not be affected until the appropriate proof is received in writing or via email. Appropriate proof may be in the form of an official document or a written statement by a medical practitioner, employer, or other official.

6. Breach: This agreement may be cancelled if AlphaTech is in breach of contract. This includes not providing facilities or services which may reasonably be expected by the member, or where standards fall below that detailed in the membership terms and conditions. This does not include where the Airbus A320 simulator is not available due to technical problems or unavailability, sickness or general closure.

7. AlphaTech may also terminate this agreement with immediate effect, on notice to the Member, if there is a breach of AlphaPilotAPS Rule or the AlphaPilot has failed to adhere to the AlphaTech Standards Document.

In all cases above, fees will be due to cover the outlay of Basic Training by the training organisation, AlphaTech.

AlphaTech can use discretion to determine early cessation of the contract.

### **AlphaPilotAPS Payment Terms and Conditions Contract Freezing**

1. No membership freeze will be implemented until the appropriate evidence is provided by the customer and received in writing or via email by AlphaTech.

2. Temporary illness or injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which, in the written opinion of a doctor or other suitably qualified medical practitioner, prohibits the use of a Flight Training Device for a period of time. This should be submitted inside 30 days of the situation arising.

3. A membership may be frozen for a minimum of one month and up to a maximum of three months at any one time. In any three year period, a membership freeze may only be accepted on two separate occasions.

a. A membership may be frozen for up to three months within a one year period from the Continuous Card Authority start date.

b. If the membership freeze period exceeds 3 months the membership may be terminated in agreement with AlphaTech and the member.

c. A membership freeze period does not affect the minimum number of Continuous Card Authority payments or the length of membership purchased. Any payments remaining at the time of the freeze will recommence on a monthly basis at the end of the freeze period.

d. Extension of freeze period: 30 days before the end of the initial freeze period, further evidence must be provided by the customer to AlphaTech together with a request to extend the freeze period. Where evidence is required to apply an action please provide this to AlphaTech.

e. All freezes will be subject to a re-training fee upon returning as a member. This is a fixed fee of £159. There are no exceptions.

Furthermore, all returnees to membership will be required to fly as a First Officer until such a time that their capacity to meet Command standards has been assessed.

## **Bookings & Cancellations**

Bookings are to be made in a minimum of two hours at a time and can be booked on our AlphaPilotAPS Crew Centre Booking Portal and AlphaPilotAPS App up to 12 months in advance. There are no maximum amount of bookings; AlphaPilotAPS can book as many as they require and slots are available for except for;

a)The AlphaPilot may only book a maximum of two weekend slots per calendar month.

Slots are allocated on a first come first served basis.

Cancellation of any booked slots are without penalty if within 24hrs of the slot time. Otherwise a £40 booking cancellation fee will apply.

## **Insurance**

AlphaTech & Carmichael Hangar are fully insured for use of third party including AlphaPilotAPS. We have cover for £5m employers liability and £10m for public liability.

## **Damages**

Damage caused to any property at AlphaTech, including fixtures and fittings and the Airbus A320 Flight Simulator that is considered intentional will attract a damage excess fee of £1500 per offence.

Pilots must ensure that all equipment is treated carefully and respectfully.

For an on behalf of AlphaTech