



Application for Enrolment TE(A) ME Instrument Rating Course

PERSONAL DETAILS

Title Mr / Mrs / Ms / Miss

Surname

First Name

CAA License No

Home Address

Phone Number Day Night
 Mobile

Email

COURSES ENROLMENT

Please tick the appropriate box

Course	Fee	Enrol
ME IR TE(A) with DA42 Type Rating (12 weeks) - Total 55.1 hours (30.9 hours ME, 23.2 hours Sims, 1 hour PTT) *	\$25,000	<input type="checkbox"/>
Same course as above with previous ME Type Rating (11 weeks) - Total 49.8 hours (26.9 hours ME, 21.9 hours Sims, 1 hour PTT) *	\$22,000	<input type="checkbox"/>

* Prerequisites for the two above courses are as follows:

- Current NZ PPL / CPL and Class 1 or 2 Medical
- 50 Hours of VFR cross country navigation flight which 10 hours is to be in an aeroplane
- IR theoretical exams completed

The above fee (GST Inclusive) includes the following:

- First time examination fee
- Course material

The above fee excludes the following:

- Ground school
- Any additional hours. All additional hours will be charged to the trainee at \$550 / hour for DA42 and \$150 / hour for simulator
- License fee
- Fee incurred for examination re sit

Course Start Date

5 April 2010



Accommodation (Optional)

Course	Fee	Required?
ME IR TE(A) with DA42 Type Rating (12 weeks)	\$3,000	<input type="checkbox"/>
Same course as above with previous ME Type Rating (11 weeks)	\$2,750	<input type="checkbox"/>

If the above option is selected, trainee will reside in the CTC Clearway accommodation facility during the training period. The accommodation fee excludes food and transportation. For more information regarding the Clearway facility, please refer to the following website.

<http://www.ctcaviation.com/0205.html>

DECLARATION

I declare that to the best of my knowledge all the information supplied, and with this application for enrolment form is true and complete. I agree to abide to the terms and conditions of the training agreement described. I understand that if I have supplied false information or do not comply with the rules of CTC, my enrolment maybe cancelled. I have read and understand the materials including the terms and conditions of the training agreement supplied to me relevant to my enrolled course and acknowledge that acceptable of the enrolment application by CTC constitutes an enforceable contract between me and CTC on the terms set out in the terms and conditions of the training agreement.

Signature

CHECKLIST

We want to ensure your enrolment is processed quickly and smoothly.

Have you:

- Completed all section of this form?
- Provided a verified copy of:
 - Birth Certificate / Passport / Certificate of citizenship
 - CAA license (including a current Class 1 or 2 medical)
- Read the terms and conditions of training agreement?
- Signed the declaration?

Please return the completed form to:

Enrolment, CTC Aviation Training (NZ) Limited, 131 Boyd Road, Hamilton Airport, RD 2 Hamilton 3282;

or email carla.montanez@ctcaviation.com



CTC

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Terms and Conditions of the Training Agreement

1. **Training**
 - 1.1 CTC will provide to the trainee and the trainee will accept from CTC training in accordance with the terms of this Agreement.
 - 1.2 The training does not include the Excluded Items, for which the trainee is himself solely responsible or maybe provided for the trainee by a third party.
 - 1.3 CTC will use reasonable endeavors to adhere to the proposed timetable but may amend that timetable as CTC (acting reasonably) consider necessary or appropriate.
 2. **Payment**
 - 2.1 The trainee will be invoiced by CTC a fee for the training as showed in the application for enrolment form.
 - 2.2 The trainee shall upon receipt of the invoice, make full payment to the bank account nominated within 5 working days of the date of the invoice.
 - 2.3 In any event, the Training shall not commence until full payment has been received by CTC.
 3. **Term and Termination**
 - 3.1 This agreement shall commence on the course start date and shall continue until terminated by the trainee or by CTC pursuant to clause 3.2 and 3.3 respectively.
 - 3.2 The trainee may terminate this Agreement and withdraw from the Training at any time by one week's written notice to CTC.
 - 3.3 CTC may terminate this Agreement immediately by written notice to the trainee, or his / her personal representatives, as appropriate (and with the appropriate consequences of termination set out in clause 4) if:
 - 3.3.1 the trainee enters into any composition or arrangement with his creditors, or has a bankruptcy order made against him;
 - 3.3.2 the trainee is unable to or is prevented from undertaking any training due to illness, as provided for by clause 7;
 - 3.3.3 without prejudice to the generality of clause 3.3.2, the trainee ceases to hold a valid Medical Certificate;
 - 3.3.4 the trainee dies;
 - 3.3.5 the trainee is unable or declines to attend any training at which training is to be provided;
 - 3.3.6 the trainee is absent from any training without the consent of CTC;
 - 3.3.7 the trainee commits any act of serious misconduct or any act which brings or is likely to bring CTC into disrepute or which in reasonable opinion of CTC is prejudicial to CTC's interest;
 - 3.3.8 The trainee has provided or provides to CTC any information which is false or misleading;
 - 3.3.9 Despite additional training, the trainee is unable to attain the level of Proficiency required by CTC;
 - 3.3.10 The trainee demonstrates a lack of effort to achieve the required standards of Proficiency as described in clause 6.4;
 - 3.3.11 This Agreement is terminated pursuant to clause 10.3;
 - 3.3.12 Without prejudice to CTC's other rights under this Agreement, the trainee commits a material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the trainee fails to remedy that breach within a reasonable period of a notice from CTC specifying the breach and requiring it to be remedied; and
 - 3.3.13 the trainee is convicted of a criminal offence such that the trainee becomes not entitled to hold an airside security pass.
 4. **Consequences of Termination**
 - 4.1 If the trainee withdraws from the course under the provision of clause 3.2, then subject to the provisions of clause 6.4, on termination of this agreement, CTC shall calculate any refund of the training fee due to the trainee based on the following formula, and shall make payment to the bank account nominated by the trainee within 10 working days of the date of termination.

Refund = 80% of the Total Training Fee Paid x (Total flying hours for the course – Total hours flown by the trainee during the training) / Total flying hours for the course
 - 4.2 Upon termination of this agreement, the trainee shall be required to vacate the accommodation provided by CTC.
 - 4.3 The termination of this agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The clauses in this agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
5. **Obligations of the Trainee**
 - 5.1 The trainee binds himself to CTC and shall devote such of his time, attention or skill to performance of Training during business hours and at such other times at CTC may require for the purposes of Training.
 - 5.2 The trainee shall at all times undertake training:
 - 5.2.1 With all reasonable care and skills;
 - 5.2.2 To the best of his ability;
 - 5.2.3 In a proper and efficient manner; and
 - 5.2.4 In accordance with all lawful orders and directions of CTC, acting by its Head of Training, or its employees, agents or sub-contractors.
 - 5.3 The trainee shall at all times be bound to act in accordance with the Approved Manuals.
6. **Performance Management**
 - 6.1 If at any time, CTC considers that the trainee lacks Proficiency in respect of any aspect of part of the Training, then procedures set out in this clause 8 (as they maybe supplemented and / or varied and / or replaced by the Approved Manuals) shall apply.
 - 6.2 If CTC considers that trainee lacks Proficiency at any stage up to the end of the Training, the trainee may be required to undertake additional training at the discretion of CTC, at the costs of the trainee. These hours will be agreed with the trainee and authorized in advance on a "PR2" form. The rate of additional training is stated on the application for enrolment form.
 - 6.3 If on completion of any such additional training as the trainee may be required to undertake in accordance with clause 6.2 the trainee continues to fail to attain the level of Proficiency required by CTC, CTC may terminate this agreement, and if it does so, the provision of clause 4.1 (refund of training fee) may apply.
 - 6.4 If at any time CTC (reasonably) considers that the trainee's lack of Proficiency is caused in whole or in part by a lack of effort by the trainee, then CTC shall give in writing to the trainee, and require that the trainee complies with, a timetable of improvement in the trainee's proficiency and performance. If the trainee fails to achieve the required level of proficiency in all respects within the timetable provided CTC may terminate this agreement and if it does, then (for the avoidance of doubt) the provision of clause 4.1 (refund of training fee) shall not apply.
7. **Absences Due to Illness**
 - 7.1 If the trainee is unable by reasons of illness to attend any training, he shall use his best endeavors to ensure that CTC is advised of his absence, and of the circumstances, prior to the event or at worst within 24 hours.
 - 7.2 CTC may, at its own discretion and cost, require that trainee undergoes a medical examination by an Aviation Medical Examiner appointed by CTC.
 - 7.3 If the trainee's inability to attend training is considered by CTC (in its sole discretion) to affect or be likely to affect the trainee's ability to complete his training within the timescale set out. CTC may:
 - 7.3.1 treat this agreement as continuing (but without prejudice to CTC's right to proceed as contemplated by clause 7.3.2 in the event of continued or further inability to attend training); or
 - 7.3.2 terminate this agreement
8. **Confidentiality**
 - 8.1 The trainee shall at all times keep confidential:
 - 8.1.1 The terms of this agreement; and
 - 8.1.2 Any and all confidential information that he has acquired or may acquire.And shall not use confidential information for any purpose other than to perform his obligation under this agreement,
 - 8.2 The obligations of the trainee set out in clause 8.1 shall not apply to any information which:
 - 8.2.1 Is publicly available or becomes publicly available other than through an act of default of the trainee
 - 8.2.2 The trainee is required to disclose by order of a court of competent jurisdiction or to a competent authority
 - 8.3 The provision of this clause 8 shall survive any termination of this agreement



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9. Limitations and Exclusions of Liability

- 9.1 The following provisions in this clause 9 set out CTC's entire liability (including any liability for the acts and omissions of its directors, employees, agents or sub-contractors) to the trainee in respect of any act of omission including:
- 9.1.1 A breach of CTC's contractual obligations;
 - 9.1.2 A tortious act or omission of CTC for which CTC is liable;
 - 9.1.3 An action arising out of a misrepresentation by or on behalf of CTC arising in connection with the performance or contemplated performance of this Agreement.
- 9.2 The total liability which CTC shall owe to the trainee and in respect of all claims for breach of this agreement by CTC shall not exceed a sum equal to the aggregate of the sums paid to CTC pursuant to this agreement in respect of the training fee.
- 9.3 Notwithstanding anything to the contrary contained in this agreement CTC's liability to the trainee for:
- 9.3.1 Death or personal injury resulting from the negligence of CTC, its employees, agents or sub-contractors;
 - 9.3.2 Fraud; and
 - 9.3.3 Fraudulent misrepresentation.
- Shall not limited, save that nothing in this clause 9.3 shall confer a right or remedy upon the trainee to which the trainee would not otherwise be entitled.
- 9.4 The provisions of this clause 9 shall survive any termination of this agreement.
- 9.5 The trainee acknowledges that the above provisions of this clause 9 are reasonable in the circumstances.

10. Force Majeure

- 10.1 Neither party shall be deemed to be in breach of this agreement or otherwise liable to the other in any manner whatsoever for any failure or delay in performing its obligations under this agreement due to Force Majeure.
- 10.2 If CTC's or the trainee's performance of their respective obligations under this agreement are affected by Force Majeure:
- 10.2.1 The party affected shall give the other written notice specifying the nature and extent of the Force Majeure, and shall at all times use reasonable endeavors to mitigate the severity of the Force Majeure;
 - 10.2.2 Subject to the provision of clause 10.3, the date for performance of such obligation shall be deemed suspended for a period equal to the delay caused by such event.
- 10.3 If the Force Majeure in question continues for more than six months, either party may give notice in writing to the other to terminate this agreement. The notice to terminate must specify the termination date, which must not be less than 14 days after the date on which the notice is given, and once such notice has been validly given, this agreement will terminate on that termination date.
- 10.4 For the purpose of this clause 10 "Force Majeure" means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of that party including, without limitation, act of God, war, risk of war, riot, civil commotion, malicious damage, compliance with any law or order, rule, compliance with any regulation or direction of any governmental or regulatory authority, accident, breakdown of plant or machinery, fire, adverse weather conditions (including without limitation flood and storm) and default and / or inability of suppliers or sub-contractors to supply services and / or goods to CTC.

11. General Provisions

- 11.1 CTC may sub-contract and / or otherwise delegate any or all of its rights and obligations under this agreement as it in its absolute discretion see fit provided that CTC shall remain liable for the performance of such obligations.
- 11.2 The trainee may not sub-contract any or all of his rights and obligations under this agreement.
- 11.3 CTC may at any time change or assign the benefit or delegate the burden of this agreement.
- 11.4 The trainee may not at any time charge or assign the benefit or delegate the burden of this agreement without the prior written consent of CTC.
- 11.5 For the avoidance of doubt, CTC may disclose to a proposed assignee information in its possession relating to the provisions of this Agreement and/or the subject matter of this Agreement and the Trainee which CTC considers that it is necessary to disclose for the purpose of the proposed assignment.
- 11.6 This Agreement contains all the terms which the parties have agreed in relation to the subject matter of this Agreement. The Trainee confirms that he has not been induced to enter into this Agreement by a statement or promise which it does not contain save that this clause shall not exclude any liability in respect of any statements made fraudulently
- 11.7 This Agreement may be amended or modified in whole or in part at any time by an agreement in writing executed in the same manner and by or on behalf of the parties
- 11.8 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy
- 11.9 This Agreement shall be binding upon and shall endure for the benefit of each party to this Agreement and its successors, permitted assigns and personal representatives.
- 11.10 All rights granted to and obligations assumed by CTC under this Agreement may be exercised by any Associated Company of CTC provided that the Trainee shall have been given prior written notice by CTC of the name of the Associated Company.
- 11.11 The parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Privity) Act 1982 by any person not a party to it, except as provided by clause 11.10.
- 11.12 If any provision of this Agreement is found by a Court or other competent authority to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms of this Agreement, which shall remain in full force and effect.
- 11.13 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement shall be governed by New Zealand law. Save as provided below, the New Zealand courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement, and the parties agree to submit to that jurisdiction PROVIDED THAT CTC may enforce this Agreement in any other court of competent jurisdiction, and the Trainee agrees to submit to the jurisdiction of any such court.