



TERMS AND CONDITIONS

Registration Agreement entered into between HENLEY AERONAUTICAL INSTITUTE OF LEARNING (hereinafter **HAIL**) and the Student and principle debtor(s) as outlined in Section B (hereinafter collectively referred to as the **Student**).

SECTION A

GENERAL

1. Binding Registration Agreement
 - a. The Student agrees that by signing this form, a binding Registration Agreement comes into existence between HAIL and the Student, but is conditional upon a successful registration with STADIO Higher Learning.
 - b. It is recorded that the Registration Agreement that comes into existence pursuant to the successful registration at HAIL is concluded for the duration of the academic enrolment, regardless of the success of the outcome.
 - c. It is the Student's responsibility to fully read, understand and agree to all the terms and conditions of this Registration Agreement. By agreeing, the Student confirms that they possess a full understanding of all the terms and conditions herein, and willingly accepts all such terms.
2. Programme and modules
 - a. The Student agrees that he/she has availed him/herself of the details of the particulars of the qualification as well as the curriculum of the programme and module(s) for which the Student is registering. Full curriculum details are available on the HAIL website.
 - b. HAIL shall be entitled, at its sole discretion, to vary the module syllabi, to alter the methods by which the programme is delivered, to alter timetables or course commencement dates, or to discontinue the programme (subject to teach-out provisions) at any time, without prior notification and without furnishing reasons therefore.
 - c. HAIL shall have the right to alter the location of delivery of the programme, with reasonable notice.
 - d. HAIL shall have the right in its sole discretion, to postpone or cancel any programme or course initially advertised and offered, based on insufficient demand.
3. Cancellation of studies
 - a. The Student reserves the right to cancel this Registration Agreement.
 - b. In case of a cancellation, a reasonable cancellation fee (outlined in clause 16 below) will become payable.
 - c. Cancellation of registration must be done in writing and in accordance with the administrative process prescribed.

4. Information
 - a. The Student warrants that all information provided to HAIL is true and correct in every respect, and that any false information provided may lead to the termination of the Student's registration at any time and that HAIL may inform others, including but not limited to, Government agencies and regulatory or professional bodies, of this false information.
 - b. In the event of the Student's registration being cancelled as a result of false information, the Student will not be entitled to a refund of any fees paid and will be liable to settle the balance of outstanding fees.
 - c. The Student guarantees that all supporting documents provided are accurate copies of the original documents and if proved otherwise HAIL reserves the right to cancel the Registration Agreement by written notification without redress.
5. Transfer of studies
 - a. The Student is entitled under certain circumstances to transfer his/her tuition to another HAIL campus where the specific programme is on offer, or to another mode of delivery, if available.
 - b. The prescribed administrative processes must be followed, and an administration fee may become payable.
 - c. The consent to transfer will be at the sole discretion of HAIL
6. Codes, rules and regulations
 - a. The Student hereby undertakes to familiarise him/herself with the codes, rules and regulations of HAIL and its flight school partners and undertakes to abide by the codes, rules and regulations contained in the following documents or any other directive issued, from time to time, by the institution(s):
 - i. Student code of conduct
 - ii. Faculty/School/Programme rule book
 - iii. Flight School rules
 - iv. SACAA rules and regulations
 - v. Website privacy and security policy
 - vi. HAIL's health and safety regulations
 - b. HAIL reserves the right to amend its codes, rules and regulations as often as and when it deems necessary to do so, without giving prior notice to the Students.
 - c. HAIL reserves the right to exclude the Student from assessments; to suspend a Student's studies or to expel a Student from the institution for failing to comply with any rules of HAIL or its flight school partners, as communicated in official documentation.
 - d. If the Student is expelled or dismissed from an institution or organisation other than HAIL which the Student is required to attend or be a member of as part of the programme, HAIL shall be entitled to end this Registration Agreement immediately by written notice to the Student.
7. Intellectual property ownership
 - a. The Student hereby cedes and assigns to HAIL and STADIO any existing, future or contingent copyright or any other intellectual property right that may arise from any incomplete or completed work, including, without limitation, any creative output, any paper, article, assignment, dissertation, thesis or minor-dissertation, that may in any way whatsoever have originated or originate from any study or research project the Student may have undertaken or have launched or may undertake or launch at HAIL, irrespective of whether such work has been or may be accepted for examination, in accordance with national legislation and HAIL and STADIO's policy related to

intellectual property.

8. Legal declaration of indemnity

- a. Neither HAIL nor any official employee or representative of HAIL (including its flight school partners) acting in his/her capacity as such shall be liable for any damage arising out of:
 - i. The death, bodily harm, loss of health or illness of any Student howsoever caused; and
 - ii. The destruction of or damage to any property owned by or in the custody of any Student, howsoever caused.
- b. The Student hereby indemnifies HAIL against any claim made against HAIL in respect of any damage arising out of the fault of the Student.
- c. HAIL shall ensure that its property, facilities and equipment are safe, and that Students are given proper instructions or warnings for their use.
- d. The Student hereby indemnifies and holds harmless HAIL and/or its flight school partners, against any liability, from whatsoever cause arising and related to the Student being in or operating an aircraft owned by, hired, chartered or rented from flight school partners by the Student, on behalf of her/himself, or any of their agents or other persons on her/his behalf while receiving flying instruction.
- e. The Student hereby indemnifies and acknowledges that HAIL shall not be liable for any damages suffered by the Student or any of her/his passenger/s, third parties and/or to the property of such passenger/s third parties, which may arise as result of the operation of an aircraft referred to in paragraph (d) above.
- f. The Student further acknowledges that this indemnity also shall apply in respect of any such liabilities that may arise from or through HAIL negligence.
- g. The Student undertakes to, immediately upon receipt by HAIL or its flight school partners of any claim from any party referred to above, either pay the said claim and/or to instruct attorneys to act and defend such action on behalf of HAIL and its flight school partners and that the cost thereof, including attorney-and-own-client costs, interest, collection charges, etc., shall be for the Student's account.
- h. The Student agrees that she/he will be responsible for the following insurance excess should any damage be incurred to any HAIL flight school partner aircraft which she/he may fly during their training:
 - i. Dual instruction with flight school instructor: Annual excess insurance
 - ii. Solo flight: Annual excess insurance
 - iii. Hire & Fly: Annual excess insurance

9. Extraordinary circumstances

- a. In cases of extraordinary circumstances beyond the control of HAIL, HAIL reserves the right to close the institution temporarily or to make such alternative teaching arrangements as are deemed feasible.
- b. Whilst every effort will be made to resume operating as soon as possible, no warranties are made in this regard and no refund in fees will be made and this Registration Agreement will remain in full force and effect.

10. Additional terms

- a. The Student confirms that he/she has access to a computer and the internet for the purposes of his/her studies.
- b. The Student gives permission that details of their academic performance, including but not limited to assessment results, as well as information on conduct may be shared by HAIL with STADIO, flight school partners and the SACAA.
- c. No relaxation, variation or indulgence granted by HAIL to the other signatories hereto

in respect of this Registration Agreement shall constitute a waiver of any rights vesting in HAIL in terms hereto, and no reliance may be placed by the Student or other signatory hereto or any statement or representation not contained herein.

- d. All the provisions of this Registration Agreement shall be severable, and no provision shall be affected by the invalidity of any other provision of this Registration Agreement.
- e. This agreement shall apply together with any other agreement that the Student enters into with HAIL. In the event of a conflict, the agreement entered into last will apply.
- f. The Student agrees to the jurisdiction of the Magistrate's Court, in respect of any legal proceedings that may be instituted arising from or in respect of this Registration Agreement, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of the Magistrate's Court, and select as their *domicilium citande et executandi* for all purposes the address indicated above.

11. Breach and termination

- a. If the Student or Principal Debtor (as indicated in section B) breaches this Registration Agreement, or any other HAIL codes, policies, rules or regulations, HAIL may elect to send them a notice stating that they are in breach.
- b. If the Student or Principal Debtor remains in breach for a period of seven (7) days after receiving notification that HAIL requires the breach to be remedied, then HAIL shall be entitled, without prejudice to its rights and at its sole discretion, in line with the HAIL policies and procedures, cancel the Student's registration and this Registration Agreement.
- c. Depending on the nature of the breach the Student may be required to leave the institution immediately.
- d. HAIL shall have no obligation to refund any fee if the Student remains in breach despite the written notice.

FEES AND FUNDING

12. Liability for fees and costs

- a. The Student hereby binds him/herself to HAIL, jointly and severally with Co-principal Debtor(s) where applicable, for the payment of all fees and charges that become due by them to HAIL as a result of registration in terms of this Registration Agreement.
- b. Fees, charges and payment terms are outlined in the HAIL Fee Schedule annexed hereto.
- c. A payment schedule issued under the signature of a duly authorised employee, or representative of HAIL, that purports to certify the amount due by the Student shall be accepted as *prima facie* proof of such indebtedness and shall have sufficient probative value to enable HAIL to obtain summary judgement or provisional sentence against the Student and/or co-principal debtor(s) in any competent court for the amount stated in such schedule.
- d. The Student shall not be entitled for any reason whatsoever to withhold or defer payment stipulated in this Registration Agreement.
- e. Failure to pay any single instalment timeously shall result in the full balance due for the academic period becoming immediately due and payable.
- f. HAIL reserves the right to charge interest on late payments at a maximum rate of 2% per month on all overdue accounts.
- g. HAIL reserves the right to cede the collection of fees to a finance house or other institution. In this regard, the term "HAIL" shall include such cessionary/ies. In such a case, the payment terms of the finance house will apply.

- h. The Student hereby agrees to be held liable for all legal costs on a scale as between attorney and client, including collection of commission charges and tracing agent costs from the date of hand over by HAIL to their attorneys for the recovery of any outstanding fees.
 - i. In the event of a Student defaulting on payment of fees, HAIL reserves the right to:
 - i. withhold the Student's assessment results;
 - ii. withhold the qualification certificate and academic transcript of a graduating Student, and refuse the Student participation in the STADIO graduation ceremony;
 - iii. refuse to register a Student for any further modules or courses;
 - iv. recover all outstanding amounts from the Student as per this Registration Agreement.
 - j. In the event of a Student defaulting on payment of fees on a year module, HAIL reserves the right to cancel the Student's registration and exclude the Student from access to HAIL's premises and systems during the academic year, unless the Student has entered into a formal, approved payment arrangement with HAIL.
 - k. In the unfortunate event of the Student becoming incapacitated or otherwise unable to continue their studies with HAIL, or the Student passing away, the Student, his/her estate, and/or Co-principal Debtor may become entitled, subject to the sole discretion of HAIL, to a pro-rata refund of tuition fees already paid in the proportions paid by different parties.
 - l. No reduction in fees or refund will be applicable where Students do not attend class, or otherwise do not take part in the prescribed learning activities of the institution or are suspended for a period of time.
13. Registration fee
- a. A non-refundable registration fee becomes payable per semester. The Student's registration will not be processed until such time as the registration fee has been received.
14. Tuition Fees, Academic Support, Handbooks and Material Fee
- a. These fees include the following, for the academic period registered for:
 - i. Study material, including textbooks;
 - ii. Assessments and assessment facilities;
 - iii. Contact sessions as applicable;
 - iv. Access to the relevant and applicable physical and online campus facilities of HAIL;
 - v. Standard student support services related to the modules selected.
 - b. The following are expressly not covered by tuition fees and may be charged separately by HAIL:
 - i. Stationery, consumables and specialised equipment kits, where applicable;
 - ii. Any levies;
 - iii. Any fees related to excursions, such as transport, food, entrance fees, and the like;
 - iv. Fees for examinations with external examination bodies, such as certification bodies, where applicable;
 - v. Student cards, campus parking and related fees;
 - vi. Fees for supplementary or re-examinations, special examinations, remarks of assessments, or similar.
15. Flight Training Fees
- a. These fees include the following, depending on the flight training component

registered for:

i. HELICOPTER PROGRAMME:

1. Higher Certificate Programme:
 - a. 45 hours PPL training on Robinson R44
 - b. 5 hours PPL training on FNPTII simulator
 - c. 1 hour PPL test
 - d. All study material
 - e. Complete PPL ground school
 - f. Aviation medical examination
 - g. General radio examination and practical
 - h. Pilot excess insurance
 - i. Flight suit and boots
 - j. Licence issue fees
 - k. SACAA Examination fees (1 examination attempt per subject)
 - l. HeliCrewManager admin fees
 - m. VAT
2. Diploma Programme:
 - a. 200 hours CPL/IFR training including PPL, night rating, simulator, dual checks and mentoring on Robinson R44
 - b. DFE fee and 2 hours CPL/IFR test
 - c. All study material
 - d. Complete PPL and CPL ground school
 - e. Aviation medical examination
 - f. Pilot excess insurance
 - g. Flight suit and boots
 - h. Licence issue fees
 - i. SACAA Examination fees (1 examination attempt per subject)
 - j. HeliCrewManager admin fees
 - k. VAT
3. Advanced Diploma Programme:
 - a. All study material
 - b. SACAA Examination fees (1 examination attempt per subject)
 - c. VAT

ii. FIXED-WING PROGRAMME:

1. Higher Certificate Programme:
 - a. 45 hours PPL training in Cessna 172 or PA28 Cherokee
 - b. Estimated 3 hour PPL test
 - c. All study material
 - d. Aviation medical examination
 - e. General radio examination and practical
 - f. Pilot excess insurance
 - g. Licence issue fees
 - h. Examination fees (1 examination attempt per subject)
2. Diploma Programme:
 - a. 200 hours CPL/IFR training including PPL, night rating, instrument and multi-engine rating

- b. DFE fee and 2 hours CPL/IFR test
- c. All study material
- d. Aviation medical examination
- e. Pilot excess insurance
- f. Licence issue fees
- g. Examination fees (1 examination attempt per subject)
- 3. Advanced Diploma
 - a. All study material
 - b. Examination fees (1 examination attempt per subject)
- b. The following are expressly not covered by flight training fees and may be charged separately by HAIL:
 - i. HELICOPTER PROGRAMME:
 - 1. Temporary fuel surcharge due current unprecedented fuel price volatility. Fuel surcharge is revised up and down monthly as fuel price fluctuates, and will be dropped once prices normalise again.
 - 2. Annual escalation.
 - 3. Chest X-rays
 - 4. All costs quoted are subject to fuel, maintenance and insurance fluctuations without prior notice.
 - 5. Hour requirements are based upon minimum SACAA legal requirements, and don't make provision for delays caused by weather, interruption of training or student progress.
 - 6. Subjects need to be completed within 18 months of the initial subject being passed and thereafter the subjects are valid for 36 months. ATPL subjects are valid indefinitely after all subjects are passed in the 18-month period if Instrument Rating remains current.
 - ii. FIXED-WING PROGRAMME:
 - 1. Landing fees.
 - 2. Headset.
 - 3. Annual escalation.
 - 4. Chest X-rays.
 - 5. All costs quoted are subject to fuel, maintenance and insurance fluctuations without prior notice.
 - 6. Fees based upon the minimum hours required by law, any additional training required to meet the standard expected in testing will lead to additional cost.
 - 7. Subjects subsequently need to be completed in 18 months after the initial subject was passed and thereafter the subjects are valid for 36 months. ATPL subjects are valid indefinitely after all subjects were passed in the 18-month period, if Instrument Rating is current.

16. Cancellation fees

- a. The balance of the tuition and flight training fees are refundable to a Student cancelling their first semester of registration, as follows:
 - i. 100% minus the prescribed withdrawal fee, if cancelling on or before fourteen (14) calendar days prior to the first day of the HAIL academic semester registered for; or
 - ii. 0%, if cancelling later than fourteen (14) calendar days prior to the first day of the HAIL academic semester registered for.
- b. The balance of the tuition and flight training fees are refundable to a Student

cancelling their second/further semester of registration, as follows:

- i. 100% minus the prescribed withdrawal fee, if cancelling on or before seven (7) calendar days prior to the first day of the HAIL academic semester registered for; or
 - ii. 0%, if cancelling later than seven (7) calendar days prior to the first day of the HAIL academic semester registered for.
- c. In the case of a Student registering late, after the closing date of registration, the deposit and balance of the tuition fees (where applicable), are refundable to a Student cancelling their registration, as follows:
- i. 100%, if cancelling on or before seven (7) calendar days from date of late registration, provided that no study materials have been dispatched;
 - ii. 50%, if cancelling on or before seven (7) calendar days from date of late registration if study materials have been dispatched.
 - iii. 0%, if cancelling later than seven (7) calendar days from date of late registration.

17. Student declaration and undertaking

- a. To administer your application, it is necessary for HAIL to process some of your personal information, including but not necessarily limited to: Identifying information, biometric information, contact information (including address), demographic details, academic details regarding prior learning, employment details where applicable and in some cases, supporting documentation. Provided that there is no unfair discrimination on the grounds of race, gender, sex, marital status, ethnic or social origin, colour, sexual orientation, age, language or birth, information pertaining thereto may be processed. Should your application be successful, and you are registered, HAIL will also process information on your academic progress, assessment of learning and correspondence. HAIL respects the right to privacy and will only process your personal information for the following purposes:
 - i. delivering academic services (including but not limited to: administering Student and prospective Student admissions, enrolment, registration, education, engagement, and validation of qualifications);
 - ii. providing information on additional academic service offerings;
 - iii. fee payment or collection;
 - iv. any additional purposes to which you consent; and as otherwise required by law.
- b. By accepting this privacy notice, you give consent that HAIL and its approved representatives may:
 - i. process your personal information for the purposes stated above as well as any other directly related purposes, including cloud storage of your information outside the RSA;
 - ii. obtain information concerning your academic certificate and/or transcript from any school, university or other educational institution previously attended and use it to validate your qualifications;
 - iii. share your personal information with qualification verification agencies, who in turn may enter your qualification information into the National Learners' Records Database;
 - iv. share your personal information with third party service providers engaged by HAIL for the purposes listed above;
 - v. contact you with information about additional academic service offerings with the option to opt out of further similar correspondence;
 - vi. process as confidential information any health information provided by you for the purpose of accommodating disability or sick leave;

- vii. process your personal information as needed to meet security requirements, and the requirements of government, professional bodies and other regulatory authorities; and
 - viii. in the event of any reorganisation, merger, or acquisition of HAIL, your personal information may be transferred as part of the transaction to the acquirer, whether inside or outside the RSA.
- c. In addition - If successfully admitted as a Student of HAIL:
- i. You consent to HAIL receiving your personal information necessary for the application and registration process from your employer.
 - ii. All applicants - by accepting this privacy notice you also make the following declaration:
 - 1. I hereby certify that I will provide information that is correct and complete.
 - 2. I understand that false or incomplete information will invalidate this application.
 - iii. Signature denotes acceptance of the HAIL privacy policy and declaration.

SECTION B: CO-PRINCIPAL DEBTOR (If applicable)

1. The Co-principal Debtor hereby bind(s) themselves to HAIL, jointly and severally with the Student and/or other Co-principal Debtors where applicable, for the payment of all fees and other charges due by them to HAIL in terms of this Registration Agreement.
2. The Co-principal Debtor agrees that HAIL may recover, at its discretion and in no specific order of preference, such monies in full from either the Student or the Co-principal debtor(s), or in part from both/all the aforementioned parties.
3. This Registration Agreement can only be cancelled or withdrawn with HAIL's written permission.
4. The Co-principal Debtor agrees to the jurisdiction of the Magistrate's Court, in respect of any legal proceedings that may be instituted arising from or in respect of this Registration Agreement, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of the Magistrate's Court and select as their *domicilium citande et executandi* for all purposes the address indicated above.
5. Credit check:
 - a. By completing and submitting the Registration Agreement, the Co-principal Debtor authorises HAIL to access any information available to assess his/her application, and also gives HAIL permission to conduct a credit check with any National Credit Regulator (NCR) registered credit bureau or third party.
6. Payer declaration and undertaking:
 - a. To administer the application, it is necessary for HAIL to process some of the Co-principal Debtor's personal information, including but not necessarily limited to: Identifying information, biometric information, consumer credit information, contact information (including address), demographic details, and employment details where applicable and in some cases, supporting documentation. Provided that there is no unfair discrimination on the grounds of race, gender, sex, marital status, ethnic or social origin, colour, sexual orientation, age, language or birth, information pertaining thereto may be processed.