



The Air League, Air League Enterprises and Air League Trust

Terms and Conditions

1. These Terms and Conditions shall apply as the context may be relevant to all representations made by The Air League and Air League Trust, in respect of contracts which either body may enter into including for goods or services or in respect of agreements with persons offered an Air League Scholarship or Bursary (known as “Scholars”), with Approved Training Organisations (referred to as “ATOs”) and other training organisations as well as to all dealings and contracts with other persons and bodies.
2. References herein to scholarships include reference to bursaries. ATO includes reference to all forms of flying school, training organisation or club, whether for flying fixed wing propelled aircraft, rotary, gliding, balloon or engineering training, adjusted as the context may require, and references to flying shall likewise be interpreted.
3. All contracts, agreements and matters relating to Air League Scholarships are solely with The Air League Trust (referred to as “ALT”).
4. The Air League is the collective name of a UK entity in two distinct parts: The Air League Trust and Air League Enterprises. The Air League Trust is a UK Charity registered with the Charity Commission (Charity Number 1129969) and a UK Company limited by guarantee (Company Number 06794828). All the charitable activities of The Air League including contracting with third parties and business communications in relation to such matters are carried out through ALT. Air League Enterprises is a separate UK Company limited by guarantee (Company Number 00102488). which is concerned with the non-charitable activities of The Air League. ALT grants and organises scholarships to enable Scholars offered scholarships by ALT to attend training courses and gain experience in connection with flying and these are known as “Air League Scholarships”. References to “The Air League” shall be a reference to both companies and interpreted as the context may require.
5. The Air League’s Director General is responsible for The Air League administration. The ALT is governed by Trustees (who are also directors of ALT) who are unpaid volunteers and who are responsible under UK Charity law for the governance of ALT, including its fundraising and organisation. Its Objects are contained in its formal documentation, a copy of which is available on request.
6. In the event of a conflict between any representation or statement made by or on behalf of the Air League and these Terms and Conditions, these Terms and Conditions shall prevail. These Terms and Conditions will be reviewed and updated from time to time,

published on the Air League's website and be deemed to supersede all previous versions. The law of England shall apply.

7. All representations made by or on behalf of The Air League are made in good faith. However, no guarantee or warranty is given for the accuracy of information given and it is for the recipient to check the accuracy of such information if it is to be acted upon by the recipient or passed to another. The Air League shall not be responsible for any loss or damage which may result from any such representation howsoever caused.
8. Although ALT and Air League Enterprises (whether by its directors or staff) do not consider that either would be in a situation where either would be liable for loss or damage arising out of activities including those relating to flying training of a Scholar or otherwise, their respective directors limit liability for any loss or damage of any kind howsoever caused including consequential loss and damage to £100, excluding liability for personal injury and death caused by negligence or as otherwise excluded by law. For this reason, it is advisable in particular for Scholars to consider taking out separate and adequate personal insurance.
9. The agreement by an ATO to train one or more Air League Scholars shall be deemed as acceptance of ALT's current terms and conditions. The Air League, ALT, Air League Enterprises, their respective directors, trustees, agents and staff and members of the Air League Council shall not be liable for any loss or damage whatsoever arising out of any contract or agreement with or representation made to any ATO or its member of staff, representative or agent, howsoever caused by The Air League, ALT, Air League Enterprises, their respective directors, trustees, agents and staff and members of the Air League Council except as may be excluded by law.
10. In the event of any dispute arising with the Air League, or by any person or body seeking to make any claim against the Air League, must set out the claim in writing giving full details and it shall be sent by email to the Director General marked "urgent" within 14 days of the potential claim first arising else it shall not be required by the Air League to be considered any further and shall be null and void. If duly made, it shall first be referred to the Director General of the Air League and both parties shall act in good faith to seek resolution of the dispute. If not resolved, it shall then be referred to the President of the Air League for mediation, with the President to act as mediator or for mediation to be conducted by a person appointed by him. In the event that mediation does not resolve the dispute, it shall then be referred by the President of the Air League to arbitration to be conducted by a sole arbitrator, such arbitrator to be appointed by the President for the time being of the Chartered Institute of Arbitrators, with the seat of arbitration to be in London.
11. All Air League Scholarships shall be administered and awarded in the first instance by ALT. The award of a scholarship by the Air League shall not in any respect be taken to constitute a representation by the Air League that the Scholar is a fit or proper person to fly or undergo flying training. The responsibility for determining fitness and suitability to fly shall in all respects be the responsibility of the Scholar and the ATO and not of the Air League. It shall be for the Scholar to be satisfied on each and every occasion before flying training takes place that he or she is fit and able to conduct such flying training or flying of any form.
12. ALT aims to provide Scholars with an experience that uses the discipline and medium of aviation and aerospace activities including, but not exclusively, flying activities. As such, Scholars are selected from a pool of candidates on the basis of ALT assessors perceiving both sufficient need and the potential for benefit as a result of flying training.

In making its selection, ALT representatives will act fairly and also apply the benefit test under the Charities Act 2011.

13. The acceptance by a Scholar of an ALT flying training award, Scholarship or assistance by ALT shall be deemed to accept ALT's current terms and conditions as applicable to Scholars.
14. ALT seeks to ensure that the process for the selection of Scholars is fair and in accordance with relevant UK law and regulations, including the Equality Act 2010 or any amendment or replacement of the same. Information concerning Scholarship schemes is to be found on the Air League website.
15. On past experience, people who apply for ALT Scholarships are from a wide variety of backgrounds and from a wide cross section of society. ALT encourages applications in particular from people who would not otherwise have the opportunity to fly. In selecting Scholars, ALT will apply the benefit test under the Charity Act 2011.
16. The selection process includes the careful consideration of written applications for Scholarships following an advertisement or invitation by ALT to apply. At its discretion, ALT may require an interview, aptitude testing, written theory test or other selection methods as required to be conducted.
17. The selection process is thorough as it is necessary to ensure for the benefit of all concerned, in particular for Scholars, that every Scholar selected and offered a Scholarship will be likely to be able to undergo and complete any flying training Scholarship offered to them. For some Scholars, a Scholarship will provide not a flying training course but a flying experience during which they will be able to obtain some technical (aviation) as well as some personal development skills. A flying training course will include study and instruction on the ground as well as in the air as a trainee pilot. All this will be conducted under the direction, terms and conditions of the ATO.
18. The Scholars offered a Scholarship are invited by ALT to undergo training with a named ATO for a course of flying training. The details may vary significantly in terms of its content and the demand on the Scholar. ALT within the resources available to it tries to match the Scholar to the type of Scholarship offered. That which is set out below in relation to ALT's procedures applies to flying training courses, which are more demanding than flying experience flights, which may be offered in some cases. However, the generality as well as the terms and conditions relating to Scholars and Scholarships apply to all Scholarships offered.
19. ALT will offer to provide funding for the course selected. There is no compulsion, obligation or pressure of any kind on a Scholar to accept any Scholarship or invitation and, subject to matters below, the decision to undergo any flying experience offered or flying or other training and continue with training when on a course is that of the Scholar.
20. As flying training inevitably includes risk in particular when piloting an aircraft, it is important that the risks are recognised, understood and accepted by any and all prospective Scholars. Once ALT has introduced a Scholar to the ATO, the ATO shall assume responsibility for all aspects of the flying training of the Scholar. It is a condition of any contract between the Air League and an ATO that the ATO must be satisfied that it is safe and acceptable in all respects to continue to train a Scholar and the ATO must comply with all its statutory and regulatory obligations imposed upon it by law.

21. Although it will seek to overcome any problems which may arise during training, an ATO shall be able within its sole discretion to curtail a flying training course of a Scholar if the ATO is not satisfied that it should continue for reasons of proficiency, safety, health or otherwise in relation to the wellbeing of the Scholar. ALT will remain in the background to be called upon to give basic informal advice to Scholars in non-technical matters which may arise during training if and when asked to do so. All matters which arise with respect to training shall be taken up by a Scholar with the ATO and ALT should be kept informed of relevant matters at all material times. ALT will seek to offer advice and assist a Scholar or ATO to resolve any issue or problem which may arise but shall not in any way be responsible for the training of any Scholar or matters which arise from the training given. Any such matters must be taken up with the ATO.
22. Flying training courses can be demanding both mentally and physically. Although ALT tries to ensure through its selection procedures that Scholars who are selected for a flying training course are considered to be suitable to undergo such training, this cannot be guaranteed. In such event, in making the decision whether to continue with such training, the prime considerations to be taken into account are the legal responsibilities of all those concerned, and the health and safety of the Scholar as well as of others, including of the flying instructors and the public. A flying training course will be curtailed in the event that it is decided by ALT in their sole discretion that it is not in the best interests of the Scholar, the ATO, ALT or the public to continue. In such event the decision of ALT is at its sole discretion, is final and the Scholar and ATO must accept that ALT will not be liable for any consequential or other loss or damage which may be caused to the Scholar or any other person or body.
23. The 'determined standard' for any particular Scholar shall be that which ALT may in its sole discretion invite the Scholar to accept. This may range from an abbreviated Scholarship to fly with an instructor in an aircraft to gain basic flying skills and experience right through, in some cases, to training to the standard to be able to fly solo in an aircraft or beyond. This may also sometimes include training with a view to ultimately achieving for example the Light Aircraft Pilot's Licence ("LAPL"), Private Pilot's Licence ("PPL") or, for example, rotary, gliding, balloon, engineering training or aerobatics certificates.
24. The determined standard is likely to vary between different Scholars and in each case shall take into account factors which shall include those relevant to the capabilities of the Scholar, such as matters relating to safety (which shall always be regarded as paramount), the resources available (including financial and in terms of equipment and personnel), the location of selected ATOs, the suitability and availability of facilities, aircraft, instructors, courses, accommodation, and other factors relevant to the selection of the Scholar and ATO.
25. The selection procedure for Scholars adopted by ALT shall aim to be systematic and fair. It will be as rigorous as is reasonable so as to include those most suitable to undergo flying training and so as to exclude any potential Scholar who may for whatever reason be considered by ALT likely to fail to achieve the determined standard. There will be limited Scholarships available and it will be for ALT to determine in its sole discretion to whom to offer a Scholarship.
26. The offer of a Scholarship to a Scholar by ALT shall not be taken to be more than its initial conclusion in principle that a Scholar may be capable of undertaking any course of training offered. The ultimate decision concerning the capability of a Scholar shall be that of the Scholar, the ATO selected and if relevant the medical practitioner responsible for determining the suitability of the Scholar to undertake such training.

27. If a Scholar has any concerns or problems which may arise during a flying training course, they should be taken up in the first instance with the ATO, and if not resolved, with the Director General of ALT or delegated representative (see above in relation to disputes or the making of any claim). The General Manager of the ATO or responsible person shall be available to Scholars to give advice and assistance before and during their flying training course. It must be recognised that the ALT Director General and ALT staff may not have relevant flying training skills or qualifications and if any matter arises in relation to such matters, the relevant professionals including those at the ATO should be consulted for professional advice.
28. All Scholars selected for flying training should satisfy themselves that they are able and willing to undergo flying training to the determined standard at the time of being offered an ALT flying training Scholarship. If a Scholar has any concerns or doubts as to this, they should be raised and discussed with ALT at the first opportunity.
29. If a Scholar is unable to enter and exit an aircraft unaided, depending on resources and availability of equipment and trained personnel, the Scholar may be invited by ALT to be referred to an organisation which specialises in giving advice or training to mobility impaired persons. In such a case, the Scholar will either have to accept the associated risk consequent upon the inability expeditiously to exit the aircraft in the event of an emergency and to be prepared to agree to the rules and regulations associated with that organisation concerning flying training or decide not to continue with the training course, it being a matter solely for the Scholar to determine and decide of his or her own free will.
30. Flying training includes the taking of risks. It is imperative that all Scholars shall be required to self-assess and avoid the taking of any unnecessary risks when engaged in flying training. This includes not flying if feeling unwell and discussing any matter of concern to their flying instructor, the Chief Flying Instructor (CFI) of the ATO or to ALT. This is in particular in relation to flying solo or without guidance from a qualified flight instructor, but applies to all aspects of flying training. Such matters will be treated sympathetically and in confidence.
31. ALT may wish to monitor the progress of each Scholar during training to assist with promoting the activity for sponsors and ALT review purposes. Any photographs, films or text provided to ALT by the Scholar or ALT representatives will be deemed usable by ALT for whatever purpose it deems fit. The signing by the Scholar of the acceptance of the Scholarship shall include agreement to use such material for such purposes.
32. It is for the Scholar to keep in touch with ALT and to report on progress during a course. In the event that ALT on the advice of the ATO or otherwise considers that measures should be taken in relation to the Scholar's training, these shall in the first instance be discussed with the Scholar, then with the ATO to seek to resolve any concerns which may have become apparent. It may in certain cases be necessary to curtail the training of the Scholar if in the view of the ATO or ALT that this is advisable or necessary, in particular having regard to matters relating to health and safety of all persons concerned, including the public.
33. The formal details of ALT are as follows:
 - Registered name of the Company: The Air League Trust
 - Registered address: 3 Whitehall Court, London, SW1A 2EL
 - A Company limited by guarantee, registered in England number 06794828
 - UK Charity registered number 1129969