



The Air League

General Terms and Conditions

August 2019

1. The Air League awards flying, ground school, engineering and other types of scholarships and bursaries, as well as organising other forms of activities. These Terms and Conditions shall apply as the context may be relevant to all Air League contracts, agreements, dealings, representations and matters of whatever kind including Air League scholarships, bursaries, air experience flights, engineering and other forms of vocational training, recreational, leisure and other activities of whatever kind whether in the air or on the ground (referred to herein as “Air League Activities”) and organised by or under the name of the Air League (which shall herein include ALT and ALE (as defined below), their employees, officers, trustees, directors, staff, contractors, agents and members).
2. The Air League is a UK organisation founded in 1909 and exists in two distinct parts: The Air League Trust (“ALT”) and Air League Enterprises Limited. The Air League Trust is a UK Charity registered with the Charity Commission (UK Charity Number 1129969) and a UK Company limited by guarantee (UK 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. ALT grants 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”. Air League Enterprises Limited (“ALE”) is a separate UK Company limited by guarantee (UK Company Number 00102488) which is concerned with the non-charitable activities of the Air League. The ALT Chief Executive is responsible for its administration and is governed by a Board of 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.
3. All representations made by the Air League are made in good faith. However, the Air League shall not be responsible for any loss or damage which may result from any such representation howsoever caused, including by its employees, officers, trustees, directors, staff, contractors or agents. In the event of a conflict between any representation or statement made by the office staff and these terms and conditions, these terms and conditions shall prevail. These Terms and Conditions will be reviewed and updated from time to time and the current version will be published on the Air

League's website. The law of England shall apply. As the context may require, the singular includes the plural.

4. References herein to scholarships includes reference to bursaries and all other forms of training. Reference herein to a Training Organisation ("TO") herein includes reference to all forms of flying school, training organisation or club, whether an Approved Training Organisation approved by the CAA or other body, or ground school, or whether for flying fixed wing propelled aircraft, rotary, gliding, balloon or for engineering training, or otherwise.
5. Any offer by the Air League to any person to participate in an Air League Activity does not constitute any representation by the Air League that such person is competent to participate in such activity whether it involves flying or otherwise. That decision rests with the person concerned and the relevant TO. The acceptance by an Air League Scholar of a flying training award, scholarship, bursary or assistance by ALT shall be deemed to accept ALT's current terms and conditions that apply to Scholars.
6. 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 seek to apply the benefit test under the Charity Act 2011.
7. ALT seeks to ensure that the process for the selection of scholars is fair and in accordance with all relevant UK law and regulations, including the Equality Act 2010, achieves the aims and objectives of ALT and is of a high standard. However, it accepts no responsibility for any loss or damage, howsoever caused including by negligence.
8. 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 and or a written theory test to be conducted.
9. The selection process is as thorough as it is necessary for ALT to be reasonably satisfied for the benefit of all concerned, in particular for Scholars, that every Scholar selected and offered a Scholarship will be a worthy candidate in respect of the Scholarship offered to them. For some Scholars, a Scholarship will provide not a flying training course but a flying or other experience during which they will be able to obtain technical (aviation or other related) skills as well as or alternatively personal development skills. A flying training course may include study and instruction on the ground as well as in the air as a trainee pilot. All this will be conducted by the TO who will be solely responsible for such instruction, not the Air League.
10. **It is important to note that decisions and responsibility as to whether an individual who is to be involved in an Air League Activity will have the capability or aptitude to be able to undergo such activity (including where relevant but not by way of limitation flying training) rests with the individual concerned and the TO and not at any time with the Air League. The Air League takes no responsibility for nor makes any representation in respect of any such matters.**
11. **Any TO involved in carrying out an Air League Activity agrees to indemnify in full and hold harmless the Air League (which shall include ALT and ALE, their officers, employees, directors, trustees, consultants, agents and members) its lawful visitors and invitees against any and all loss damage expenses and costs howsoever incurred by the Air League including in respect of any claim brought against the Air League (or such above mentioned bodies and persons) in respect**

thereof including but not by way of limitation in relation to a claim for negligence or breach of contract or claim under statute or otherwise and without limitation as to the amount of the sum if any involved whether as a consequence of there being in place a contract or otherwise.

- 12. Any TO which has agreed to carry out any Air League Activity shall have in place at all relevant times a policy of insurance in respect of public liability of not less than £7,500,000 or such greater sum so as to satisfy fully all claims including for which the TO and Air League may in total be liable in connection with any such agreement and shall nominate the Air League as a beneficiary on such policy and on demand shall forthwith produce to the Air League a copy of such policy and the last premium receipt.**
13. There is no compulsion, obligation or pressure of any kind on a person to take part in an Air League Activity or to accept any Scholarship or invitation and, subject to matters below, the decision to participate or undergo any flying experience offered or flying or other training and continue with training when on a course is that of the individual concerned.
14. As flying training and other Air League Activities inevitably includes risk in particular when piloting or being carried in an aircraft as a passenger, it is important that the risks are recognised, understood and accepted by any and all prospective Scholars and persons involved in Air League Activities. Once ALT has introduced a person to the TO, the TO shall assume responsibility for all aspects of training. The TO must be satisfied that it is safe and acceptable in all respects to continue to train a person and must comply with its statutory and regulatory obligations imposed upon it by law.
15. Although it will seek to overcome any problems which may arise during training, a TO is able to curtail a flying training course of a participant if not so satisfied. ALT will remain in the background to be called upon to give basic advice in non-technical matters which may arise during training if able and when asked to do so. All matters which arise with respect to training shall be taken up by a participant with the TO and ALT should be kept informed. ALT will try to offer advice and assist a participant or TO to resolve any issue or problem which may arise but shall not in any way be responsible for the training of any person or matters which arise therefrom.
16. The flying training courses can be demanding both mentally and physically. When difficulties arise, in making the decision whether to continue with such training, the prime considerations normally to be taken into account are the legal responsibilities of all those concerned and the health and safety of the participant 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 participant, the TO, ALT or the public to continue. In such event the decision of ALT is at its sole discretion, is final.
17. Although The Air League does not accept that it would be liable for loss or damage arising out of its activities, except where it is prohibited by law to do so The Air League limits liability for any loss or damage of any kind, including consequential loss and damage and personal injury and death, howsoever caused to £100. For this reason, it is advisable for Scholars to consider taking out separate personal insurance.

The Selection of Scholars

18. ALT aims to provide Scholars with an experience that uses the discipline and medium of learning to fly in a light aircraft to achieve this aim. 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 will also apply the benefit test under the Charities Act 2011.
19. The 'determined standard' for any particular Scholar shall be that which ALT may in its sole discretion invite the Scholar to accept, and 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 National Private Pilots Licence ("NPPL"), Private Pilot Licence ("PPL") (which Scholars may be required subsequently to complete separately from ALT), or for example rotary, gliding, balloon, engineering training or aerobatics certificate.
20. 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 TOs, the suitability and availability of facilities, aircraft, instructors, courses, accommodation, and other factors relevant to the selection of the Scholar and ATO.
21. 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.
22. 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 TO selected and if relevant the medical practitioner responsible for determining the suitability of the Scholar to undertake such training.

Flying Training of Scholars

23. 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 TO, and if not resolved, with the Chief Executive of ALT. The Chief Executive or a person delegated to act on their behalf shall be available to Scholars to give advice and assistance before and during the Scholar's flying training course, but it must be recognised that the relevant professionals and qualified persons at the TO should be consulted for professional and training advice.
24. 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.

25. 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 mobility impaired flying training. In such a case, the Scholar will have to accept the associated risk consequent upon the inability expeditiously to exit the aircraft in the event of an emergency.
 26. As stated above, flying training includes the taking of risks. It is imperative that all Scholars 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 with their flying instructor, the Chief Flying Instructor (CFI) of the TO or with ALT. This is in particular in relation to flying solo or without guidance from a qualified flight instructor, but applies to all flying training. Such matters will be treated sympathetically and in confidence.
 27. ALT may wish to monitor the progress of each Scholar during training which may include contact with the Scholar and the TO. 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 TO 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 TO to seek to resolve any concerns which may have become apparent. It may in certain cases be necessary to alter, adjust or curtail training of the Scholar if in the view of the TO 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.
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