



## SimPilot Payment Terms and Conditions 12 Month Contract

Principle Terms of SimPilot by AlphaTech

2 Schemes:

1. Standard Scheme £40 per month. No rollover.
2. Rollover Scheme £50 per month. 12 Month Rollover Cap.
  - The agreement starts as soon as both parties have signed.
  - 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.
  - Members are entitled to all rights and privileges for the type of membership chosen.
  - This agreement is non-transferable.
  - A Minimum of 2 Hrs must be flown in any given calendar month. This equates to £40 which will be taken by Direct Debit on the 14<sup>th</sup> of every month.
  - If you do not fly at least 2 Hrs every calendar month, even though a £40 account charge has been collected, the Hrs will not roll over to the next calendar month if you are not part of the Rollover Scheme.

Fees and Charges (Direct Debit). The fee relates exclusively to the use of our Airbus A320 Flight Training Device. All other activities associated with the membership are deemed to be an addition to the fee and are subject to change.

1. All payment for membership is due in advance as follows:
  - a. Standard Scheme & Rollover Scheme: A pro-rata initial payment for the balance of the first month's membership, followed by advance payments on the 14<sup>th</sup> day of each following month by Direct Debit.
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
3. All monthly membership payments shall be paid by Direct Debit and are payable monthly in advance.
4. A minimum of 12 monthly payments are required before this contract may be terminated (this includes any initial pro-rata payment). Once you have completed the 12 monthly Direct Debit 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 Direct Debit 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 30 days, you will be denied access to the facilities until the amount due has been paid in full.
6. You agree to advise us promptly of any change to the member details provided, including bank details.

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.
8. Monthly membership fees may be increased, subject to 60 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.
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 first 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 Direct Debit mandate with the Bank until the final months payment has been drawn.

#### Fair Cancellation

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 a Direct Debit membership.
2. Relocation: This agreement may be cancelled if the member moves to a permanent address outside of Great Britain & Northern 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 must be provided.
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 effected 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.

20. 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.
21. AlphaTech may also terminate this agreement with immediate effect, on notice to the Member, if there is a breach of SimPilot Accreditation Rules.

Freezing

23. No membership freeze will be implemented until the appropriate evidence is provided by the customer and received in writing or via email by AlphaTech.
24. 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.
25. A membership may be frozen for a minimum of one month and up to a maximum of three months at any one time.
  - a. A membership may be frozen for up to three months within a one year period from the Direct Debit start date.
  - b. If the membership freeze period exceeds 3 months the membership may be terminated in agreement with AlphaTech and the member.
26. A membership freeze period does not affect the minimum number of Direct Debit payments or the length of membership purchased. Any Direct Debit payments remaining at the time of the freeze will recommence on a monthly basis at the end of the freeze period.
27. 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