

Air Transport Pilot Licence (Theory) Course

PRIVATE EDUCATION INSTITUTION-CADET CONTRACT

This Contract binds both the Private Education Institution (PEI) and the Cadet once both parties sign this Contract. If the Cadet is under eighteen (18) years of age, the Cadet will be represented by the Parent/Legal Guardian.

This Contract is made between:

- (1) Registered Name of PEI : ST Aerospace Academy Pte. Ltd.
Registration Number : 200709745W
PEI's Address : 600 West Camp Road,
Seletar Aerospace Park,
Singapore 797654
- (2) Full Name of Cadet : _____
*(as in NRIC for Singapore Citizen (SC) and Permanent Resident (PR) / as in passport for international Cadet)**
NRIC Number (for SC/PR)* : _____
Student's Pass Number (if available)/
Passport Number (for international Cadet)* : _____
Cadet's Address : _____

- (3) Full Name of Parent/Legal Guardian* : _____
(if Cadet is under eighteen (18) years of age) : N.A.
NRIC/Passport Number* : N.A.

1. COURSE INFORMATION AND FEES

- 1.1 The PEI will deliver the Course as set out in Schedule A to the Student, towards conferment of the stated qualification upon successful Course completion.
- 1.2 The PEI confirms that the Course has been permitted by the Council for Private Education (CPE) and no amendments have been made to the Course as set out in Schedule A, unless otherwise permitted by CPE.
- 1.3 The Course Fees payable are set out in Schedule B and the optional Miscellaneous Fees in Schedule C.
- 1.4 The PEI considers payment made one (1) day after the scheduled due date(s) in Schedule B as late. The PEI will explain to the Cadet its policy for late payment of Course Fees, including any late payment fee charged in Schedule C and any impact on

* Delete as appropriate by striking through.

Where non-applicable, put "N.A.". Leave no fields blank.

State all dates in the format of DD/MM/YYYY.

Course/module completion.

- 1.5 The terms of the Contract are set out in this Private Education Institution-Cadet Contract, including Schedules A through D and the Addendum herein.

2. REFUND POLICY

2.1 **Refund for Withdrawal Due to Non-Delivery of Course:**

The PEI will notify the Cadet within three (3) working days upon knowledge of any of the following:

- (i) It does not commence the Course on the Course Commencement Date;
- (ii) It terminates the Course before the Course Commencement Date;
- (iii) It does not complete the Course by the Course Completion Date;
- (iv) It terminates the Course before the Course Completion Date;
- (v) It has not ensured that the Cadet meets the course entry or matriculation requirement as set by the organisation stated in Schedule A within any stipulated timeline set by CPE; or
- (vi) The Student's Pass application is rejected by Immigration and Checkpoints Authority (ICA).

The Cadet should be informed in writing of alternative study arrangements (if any), and also be entitled to a refund of the entire Course Fees and Miscellaneous Fees already paid should the Cadet decide to withdraw, within seven (7) working days of the above notice.

For circumstance (iii), the following conditions are to be met to be entitled to a refund of the entire Course Fees and Miscellaneous Fees:

- (i) Not due to Force Majeure Event depicted in Addendum, Article 5, Clause 5.1.
- (ii) Not due to an extension of course duration as a result of additional training required at the reasonable discretion of PEI or on the Cadet's request for PEI to offer such additional training.

2.2 **Refund for Withdrawal/Termination Due to Other Reasons:**

If the Cadet withdraws from the Course for any reason other than those stated in Clause 2.1, the PEI will, within seven (7) working days of receiving the Cadet's written notice of withdrawal or PEI written notice of Termination, refund to the Cadet an amount based on the table in Schedule D.

Other reasons are categorised as "Withdrawal/Termination With Cause" and "Withdrawal/Termination Without Cause".

Withdrawal/Termination With Cause:

- (i) Cadet transfers to another course conducted by PEI subjected to the Cadet meeting all pre-requisites and obtaining all necessary approvals for the transfer to be effective.
- (ii) A Force Majeure event set out in Addendum, Article 5, Clause 5.1 continues for a period exceeding sixty (60) days as set out in Clause 5.2.
- (iii) The Cadet's initial visa is refused by the relevant immigration authorities where training will be conducted. Documentary evidence of visa approval must be provided to PEI by the Cadet.

- (iv) The Cadet's initial Student Pilot Licence ("SPL") or relevant National Aviation Authority (NAA) security clearance, where applicable, of the Cadet is rejected by the relevant NAA.
- (v) The Cadet becomes incapacitated for more than a cumulative period of thirty (30) days during the duration of the Training Programme. "Incapacitated" means any physical, mental or other disability rendering the Cadet incapable of performing his/her duties or continuing the Training Programme.

Withdrawal/Termination Without Cause:

- (i) The Cadet does not present himself/herself after three (3) days from the date of commencement of the Training Programme at the location advised to the Cadet in writing where such absence is not agreed to in writing by PEI.
- (ii) The Cadet fails to make timely payment for money as specified in Schedule B and Schedule C.
- (iii) The Cadet is in material breach of a term of this Contract. Repeated breaches of a term shall be considered such a material breach.
- (iv) The Cadet has been issued with two (2) or more Letter of Warning as defined in the Addendum, Article 4, Clause 4.2.
- (v) The Cadet breaches a condition of his/her visa
- (vi) The Cadet commits a breach as defined in Article 4, Clause 4.1.
- (vii) The Cadet has consistent poor performance in theory examinations and/or not meeting the standard level of proficiency required in flight training and is terminated by PEI after reasonable consideration.

2.3 Refund During Cooling-Off Period:

The PEI will provide the Cadet with a cooling-off period of seven (7) working days after the date that the Contract has been signed by both parties.

The Cadet will be entitled to a refund of the entire Course Fees and Miscellaneous Fees already paid if the Cadet submits a written notice of withdrawal to the PEI within the cooling-off period, regardless of whether the Cadet has started the course or not.

3. ADDITIONAL INFORMATION

- 3.1** The laws of Singapore will apply to how this Contract will be read and to the rights the parties have under this Contract.
- 3.2** If any part of this Contract is not valid for any reason under the law of Singapore, this will not affect any other part of this Contract.
- 3.3** If the Cadet and the PEI cannot settle a dispute using the way arranged by the PEI, the Cadet and the PEI may refer the dispute to the CPE Mediation-Arbitration Scheme (www.cpe.gov.sg).
- 3.4** All information given by the Cadet to the PEI will not be given by the PEI to anyone else, unless the Cadet signs in writing that he agrees or unless the PEI is allowed to give the information by law.
- 3.5** If there is any other agreement between the PEI and the Cadet that is different from the terms in this Contract, then the terms in this Contract will apply.
- 3.6** If the Cadet or the PEI does not exercise or delay exercising any right granted by this Contract, the Cadet and the PEI will still be able to exercise the same type of right under this Contract during the rest of the time the Contract continues.

- 3.7** If this Contract is also signed or translated in any language other than English and there is a difference from the English language copy of this Contract, the English language copy will apply.
- 3.8** In the event of any inconsistency between or amongst the terms set forth in the paragraphs 1 through 3 of this Private Education Institution-Cadet Contract, Schedules A through D and/or the Addendum, the relevant terms shall prevail in accordance with the following order of priority:
- (a) paragraphs 1 through 3 of this Private Education Institution-Cadet Contract;
 - (b) Schedules A through D
 - (c) the Addendum.

SCHEDULE A
COURSE DETAILS

1) Course Title	Air Transport Pilot Licence (Theory) Course
2) Course Duration (in months)	6 months
3) Full-time or Part-time Course	Full-time Course
4) Course Commencement Date (Start of Ground School)	
5) Course Completion Date (awarded course qualification)	
6) Date of Commencement of Studies <i>(Date on which Cadet starts attending Course, if different from Course Commencement Date)</i>	N.A.
7) Qualification <i>(Name of award to be conferred on the Cadet upon successful Course completion)</i>	Nil. PEI will issue the Cadet a "Certificate of Attendance".
8) Organisation which develops the Course	ST Aerospace Academy Pte. Ltd. (STAA)
9) Organisation which awards/ confers the qualification	Civil Aviation Authority of Singapore (CAAS)
10) Course entry requirement(s)	<ul style="list-style-type: none"> – Age: 18 & above – Education: At least GCE 'A' Level or equivalent preferred (those with 5 GCE 'O' Level credits including Maths, English and a Science subject may be considered) – Able to pass CAAS CLASS 1 Aviation Medical Examination – Good proficiency in English language (e.g. IELTS Overall Grade of 5.5) – No criminal conviction or finding of guilt (include all motor vehicle traffic-related convictions) – Male Singaporeans must have either completed, be exempted from, or not be liable for, full-time National Service (NS)

11) Course schedule with modules and/or subjects	See Appendix A
12) Scheduled holidays (public and school) and/or semester/term break for course	Singapore Gazetted Public Holidays
13) Examination and/or other assessment period	Ground School: At the end of each phase.
14) Expected examination results release date	Release of ground results is subjected to CAAS, typically three (3) weeks after assessments.
15) Expected award conferment date	N.A.

SCHEDULE B
COURSE FEES

Fees Breakdown <i>[shows the full breakdown of total payable course fees]</i>	Total Payable (with GST, if any) (S\$)
Course Fees GST	SGD \$28,080 SGD \$ 1,965.60
Total Course Fees Payable:	S\$30,045.60
No of Instalments:	3

Each instalment after the first shall be collected within one week before the next payment scheduled.

INSTALMENT MILESTONE

Instalment Milestone	Amount Payable	Date Due
1*	S\$10,729.60	Within 7 days upon contract signature
2*	S\$9,658	To be paid at end of 7 weeks after Commencement Date
3*	S\$9,658	To be paid at end of 15 weeks after Commencement Date
Total Course Fees Payable	S\$30,045.60	

***Instalment milestone amount payable inclusive of Singapore GST of 7%**

The due date for each instalment milestone shall be computed and indicated in the respective invoice.

SCHEDULE C
MISCELLANEOUS FEES¹

SCHEDULE C1 - ADDITIONAL TRAINING COST & CHARGES (ATCC)

- C1.1 ADDITIONAL TRAINING COST & CHARGES (ATCC) All additional training cost and charges will be borne by the Cadet. Such charges as set out below will also be borne by the Cadet.
- C1.2 Both PEI and the Cadet recognise that although the training as outlined in Appendix A is sufficient to meet all training requirements for the Cadet to undertake the ground examinations, the examination results will inevitably depend on the Cadet's abilities, aptitude, skills, knowledge and effort put towards his/her training.
- C1.3 For the re-attempt of any CAAS ATPL theory tests, it will be charged to the TRAINEE at cost plus fifteen percent (15%) administrative fee.
- C1.6 The Cadet shall make payment for all additional training charges and/or Student Services no later than fourteen (14) days from the date of the invoice.

S/No	Item Description	Rate	Variable Type
1	ATPL Theory Exam Registration	At Cost plus 15%	CSV
2	ATPL Theory Remedial Training	S\$480 per subject (Comprises two sessions of two hours each)	CSV

NOTE: Subject to changes e.g. inflation, fuel price fluctuation.

Legend: CSV – Cadet Services Variable.

¹ Miscellaneous Fees refer to any optional fees which the Cadets pay only when applicable. Such fees are normally collected by the PEI when the need arises.

SCHEDULE C2 - Personal Expenses

The Cadet shall be responsible for all other personal costs and expenses incurred during or beyond the Training Period as it may apply including, but not limited to the following:

- a. Fees required for aviation medical examinations and medical licensing fees stipulated by the NAA.
- b. All visa application fees, student pass application fees and associated charges, for entry into Singapore and/or Overseas in order to undergo the entire Training Programme.
- c. All applicable Singapore GST on the portion of the Training Fee for Training conducted in Singapore.
- d. The Cadet's own accommodation and transportation charges in Singapore during Ground School training conducted in Singapore.
- e. Daily self maintenance including meals and other expenses.
- f. Local and/or international telephone call charges and internet access fees.
- g. Additional English Language Intensive Course for Overseas Students (ELICOS) training, for the purpose of safety and proper communication, will be necessary should the Cadet's standard of English language falls short of the standard required for the Cadet's participation and completion of the Training Services.
- h. Extension of Cadet Services resulting from Cadet's own leave of absence from training.

SCHEDULE D
REFUND TABLE

Refundable amount of fees to be computed based on Schedules B and C	If Cadet's written notice of withdrawal or PEI termination <i>with</i> cause is received:
50% of the payable Instalment Milestone paid by the Cadet	Less than 30 calendar days after Instalment Milestone Date Due
Cadet not entitled to any refund	30 calendar days or more after Instalment Milestone Date Due AND before Instalment Milestone Date Due

% of [the amount of fees paid under Schedules B and C]	If Cadet's written notice of withdrawal or PEI termination <i>without</i> cause is received:
80%	("Maximum Refund") more than 60 days before the Course Commencement Date
40%	before, but not more than 60 days before the Course Commencement Date
20%	before, but not more than 30 days before the Course Commencement Date
0%	On or after the Course Commencement Date

All refund application or notice must be made to the addressee specified in Addendum, Article 9.

The refunds will be less any applicable bank administrative charges payable.

ADDENDUM

This Addendum is attached and made a part of this Contract.

PEI and Cadet

(collectively the “**Parties**” and each a “**Party**”).

The parties, for good consideration, hereby agree the following terms and conditions:

RECITALS

WHEREAS PEI owns and operates a flight training organisation in Singapore known as ST Aerospace Academy Pte Ltd (“**STAA in Singapore**”) through which it conducts part of the Training Services (as defined below);

WHEREAS PEI owns and operates a flight training organisation in Singapore known as ST Aerospace Academy Pte Ltd (“**STAA in Singapore**”) through which it conducts part of the Training Services (as defined below);

WHEREAS PEI owns and operates a flight training academy in Australia known as ST Aerospace Academy (Australia) Pty Ltd (“**STAA in Australia**”) through which it conducts part of the Training Services;

WHEREAS the Cadet desires to engage PEI to provide the Training Services under the Training Programme (as defined below) and will enrol on a full-time basis;

WHEREAS PEI is able and willing to provide such training services in accordance with the terms and conditions of this Contract; and

WHEREAS PEI is offering the CAAS Commercial Pilot Licence with Instrument Rating Course (“**Training Programme**”), which is approved by the Civil Aviation Authority of Singapore (“**CAAS**”);

In this Contract, PEI utilises training facilities within the ST Engineering Group including STAA in Singapore, STAA in Australia and any future flight training entity setup and owned by PEI and/or the ST Engineering Group. PEI shall decide at its sole discretion on the use of any of the above-mentioned training facilities subject to requirements including but not limited to NAA approval, training schedule and business growth.

In consideration of the foregoing and the mutual covenants herein, the Parties agree as

follows:

Headings: paragraph headings are for convenience only and shall not be used in construing the Agreement.

**ARTICLE 1
THE TRAINING SERVICES**

1.1 Training Programme and Training Services.

The Cadet undertakes to participate in the Training Programme and pay PEI for the conduct of Training Services (as defined below) as set out in this Agreement. PEI undertakes to conduct the said Training Programme and provide flight training services as described in Schedule A ("**Training Services**") in preparation for the Cadet to achieve a qualification stated in Schedule A

PEI's admission criteria for its training programmes, such as the CAAS ATPL (Theory) Course and CAAS Commercial Pilot Licence with Instrument Rating (CPL/IR) Course, are different and exclusive. Should the Cadet opt to enrol for flight training with PEI subsequently, as part of the CAAS CPL/IR Course for instance, the application will be subject to, but not limited to, the passing of CAAS Class 1 medical examination, relevant selection test(s) and other admission requirements as stipulated by PEI, at its discretion, from time to time. The Cadet recognises that his/her admission to CAAS CPL/IR or other courses, subject to aforementioned course admission criteria and the ability to have the CAAS ATPL Ground School accepted as part of the course, shall be at the sole discretion of PEI. The Cadet recognises that the validity period of his/her passing of the CAAS ATPL (Theory) examinations is governed by CAAS guidelines under the Singapore Air Safety Publication Part 2: Licensing of Professional Pilots.

The Training Services shall be provided over 6 months in Singapore ("Training Period"). The Training Period shall exclude any time taken by the Parties for administrative and logistical matters including, but not limited to, wait time for the CAAS ATPL (Theory) examination results.

1.2 Aircraft and Simulator Types (Not applicable to Air Transport Pilot Licence (Theory) Course). The aircraft and simulators to be used as part of the Training Programme are detailed in Appendix A.

1.3 Changes to Aircraft and Simulators (Not applicable to Air Transport Pilot Licence (Theory) Course). The aircraft and simulator types specified in clause 1.2, depending on aircraft and simulator availability may be substituted at PEI's discretion with similar aircraft and/or simulator type(s).

1.4 Difficulty with the Training Programme. PEI shall notify the Cadet within a reasonable time if the Cadet is determined to be unlikely and/or unable to complete the Training Programme. Should the Cadet elect to release himself/herself from training, Cadet Contract Clause 2 will apply.

1.5 Incident or Accident Report. PEI shall notify the Cadet's specified next-of-kin within twenty-four (24) hours of any incident or accident involving the Cadet.

1.6 Singapore Gazetted Public Holidays. STAA in Singapore will follow the gazetted public holidays in Singapore and no formal training shall be conducted during these dates as determined by the Singapore Government before the start of each new year and published officially on the Ministry of Manpower website.

**ARTICLE 2
COMPENSATION**

- 2.1 Late payment interest at the rate of twelve percent (12%) per annum will be charged, on any amount payable by the Cadet to PEI under this Contract, including without limitation, under Schedule C, C1.6, from the due date until the date of actual payment (as well after as before any judgement). Such interest shall accrue from day to day and shall be compounded monthly.
- 2.1.1 PEI will use reasonable efforts to provide an invoice to the Cadet thirty (30) days prior to each Milestone.
- 2.1.2 The Training Fee will remain fixed throughout the duration of the Training Period, unless the Cadet incurs additional training charges as described in clause 4.3 or amendments had been made to the Training Services as detailed in clause 6.2.
- 2.2 All payments by the Cadet are to be made in the currency of Singapore Dollars (SGD) or otherwise stated. Payment details will be provided to the Cadet in the invoice.
- 2.3 Training Services may be suspended at PEI's discretion, without any liability to PEI, if any payment due to PEI by the Cadet is outstanding by more than thirty (30) days.

**ARTICLE 3
BENEFITS**

- 3.1 The Training Fee shall only cover the items described below for the Training Period. All other items, benefits and services, including any items, benefits and services provided beyond the Training Period, will be subject to additional charges.
- 3.1.1 Instructional Materials. All instructional materials needed in the Training Programme as detailed in Appendix B.
- 3.1.2 Flight Training (Not applicable to Air Transport Pilot Licence (Theory) Course). Aircraft and simulator training, inclusive of fuel charges, instructor fees, navigation and landing charges and all licence issuance fees, in accordance with the Training Programme. Additional flight training required over and above the Training Programme, shall be charged at PEI's published rates.
- 3.1.3 Examination Fees. The Training Fee covers the charges of flight tests and theory examinations of one attempt each as prescribed in the Course Curriculum in Appendix A.
- 3.1.4 Uniform. PEI will provide the Cadet with uniform comprising two white short-sleeve collared shirt, one white long-sleeve collared shirt (Not applicable to Air Transport Pilot Licence (Theory) Course), two pairs of dark blue trousers, two pairs of epaulettes (Only one pair is applicable to Air Transport Pilot Licence (Theory) Course), one dark blue tie, one name tag and one jacket (Not applicable to Air Transport Pilot Licence (Theory) Course).
- 3.1.5 Transportation in Australia (Not applicable to Air Transport Pilot Licence (Theory) Course). PEI will provide ground transport for the Cadet, to and from the designated accommodation sites and training venues.
- 3.1.6 Air Ticket (Not applicable to Air Transport Pilot Licence (Theory) Course). PEI will provide the Cadet with a round trip economy class tickets between Singapore and Australia.

- 3.1.7 Fee Protection Scheme (FPS). PEI will purchase insurance for every one of its students to protect their fees, as stipulated under the Fee Protection Scheme (FPS) of the Council for Private Education (CPE). PEI will purchase the insurance protection from a CPE-appointed insurance company.
- 3.1.8 Medical Insurance Scheme ("MIS"). PEI has in place a medical insurance scheme for all of its cadets. This medical insurance scheme provides for an annual coverage limit of not less than S\$20,000 per cadet, at least B2 ward in government and restructured hospitals and 24 hours' coverage in Singapore and Australia throughout the course duration. Where medical or other charges are not covered by the MIS, the Cadet will pay any and all such charges of medical treatment.
- 3.1.9 Personal Accident Insurance ("PAI") (Not applicable to Air Transport Pilot Licence (Theory) Course). PEI will provide PAI for the Cadet in an amount of One Hundred Thousand Singapore Dollars (S\$100,000), for the Training Period. An explanatory statement (which is not exhaustive) describing the coverage has been provided to the Cadet and the Cadet hereby agrees to such coverage.
- 3.1.10 Board & Lodging in Australia (Not applicable to Air Transport Pilot Licence (Theory) Course). PEI will work with a service provider to accommodate the Cadet in a furnished double occupancy room inclusive of utilities (water and electricity), for 12 months of training conducted in Australia. The Cadet will adhere to such terms and conditions applicable to board and lodging in Australia as determined by the said associate of third party service provider.

ARTICLE 4
CONDUCT, DISCIPLINE & PERFORMANCE

- 4.1 The Cadet shall be deemed to be in repudiatory breach of this Contract if the Cadet commits or is guilty of any of the following:
- 4.1.1 breach any terms and conditions of the Student Handbook, which terms are expressly incorporated into this Contract by mutual agreement. However, in the event of a conflict between the terms herein and the terms of the Student Handbook, the terms herein shall prevail.
- 4.1.2 violating PEI's policies and guidelines;
- 4.1.3 refusing or failing to obey any lawful and reasonable instruction of PEI supervisor or delegates;
- 4.1.4 assaulting or threatening another person while on PEI's premises or other training venues;
- 4.1.5 causing injury to or endangering the safety of the other cadets, PEI employees or the public;
- 4.1.6 using without proper authorisation any fire prevention or safety equipment at PEI's property;

- 4.1.7 deliberately or negligently committing any act that affects the quality of production of work, disruption of flight operations or results in wastage and/or damage to PEI's property;
- 4.1.8 possessing or taking or removing from PEI's premises, any of PEI property including without limitation, electronic documents and information, or property belonging to another cadet, without proper authorisation;
- 4.1.9 falsifying PEI records or documentation, including time records and receipts for expenses;
- 4.1.10 bringing to, or consuming on PEI's premises, any drugs other than those prescribed by a registered General Practitioner or Company Doctor, or any intoxicating liquor;
- 4.1.11 gambling within PEI's premises;
- 4.1.12 accepting or soliciting any gifts (or payments) from third parties while representing PEI;
- 4.1.13 misusing any information that the Cadet has obtained in the course of his/her training with PEI;
- 4.1.14 harassing any person while on PEI's premises or in the course of performing duties during the Training Programme;
- 4.1.15 conducting himself/herself in a manner that, as determined by PEI, could seriously damage his/her reputation or the reputation of PEI;
- 4.1.16 being convicted of any criminal offence which in the view of PEI puts honesty or trustworthiness of the Cadet in question;
- 4.1.17 disclosing without proper authorisation any information which relates to PEI business, transactions or affairs whether to the media or otherwise;
- 4.1.18 any neglect of duty or misconduct which in the opinion of PEI justifies summary dismissal;
- 4.1.19 breaching any of the terms and conditions of this Contract;
- 4.1.20 absenting himself/herself without approval from a PEI supervisor;
- 4.1.21 reporting for training in a condition in which, in the opinion of PEI, would be unable to carry out his/her duties properly and safely;
- 4.1.22 using any of PEI's property for purposes other than for which it is intended;
- 4.1.23 using obscene, abusive or offensive language;
- 4.1.24 failing to abide by safety rules and/or failing to report to PEI any accident occurring within PEI's premises;
- 4.1.25 smoking in any part of PEI's premises where smoking is prohibited;

- 4.1.26 failing to notify PEI of changes in his/her residential address, telephone number and email address immediately as they occur; or
 - 4.1.27 breach of safety regulations;
 - 4.1.28 breach of aviation regulations;
 - 4.1.29 failing to meet the requirements of a minimum passing score for the approved syllabus requirements within the approved time-frame of the Contract
 - 4.1.30 failing to satisfactorily complete flight training lessons and check rides within the approved time-frame of the Contract; or
 - 4.1.31 any other conduct similar to any of the above.
- 4.2 In the event of such breach, PEI has the discretion to issue the Cadet with a Letter of Warning (“**LOW**”). PEI has the right to terminate the Cadet who has been issued with two (2) LOW.
- 4.3 In the event of such breach deemed serious by the PEI, PEI has the discretion to issue the Cadet a written notice of termination with immediate effect.
- 4.4 The Cadet will be given an opportunity to explain the breach within three (3) days upon receipt of the written notice of termination. If no explanation is forthcoming or if the explanation is not satisfactory to PEI in its absolute discretion, PEI shall be entitled to forthwith terminate this Contract, and the Cadet’s participation in the Training Programme, without any liability to the Cadet, by giving written notice of such termination to the Cadet.
- 4.5 If PEI does not terminate this Contract in relation to an earlier breach and the Cadet subsequently commits another breach, PEI shall be entitled to forthwith terminate this Contract, and the Cadet’s participation in the Training Programme, without any liability to the Cadet, by giving written notice of such termination to the Cadet.
- 4.6 Termination of this Contract and the Cadet’s participation in the Training Programme by PEI under this Article 4 shall be without any liability to PEI.

ARTICLE 5 DELAYS

- 5.1 Neither Party shall be responsible for any delay in performing or failing to perform its obligations under this Agreement where such delay or failure to perform is due to subcontractors; breakdown of aircraft or other equipment; changes in governmental requirements by the relevant authorities in Singapore and Australia (including without limitation, CAAS, CASA and the Australian Government Department of Immigration and Citizenship), hindrance in transportation; natural hazard or disaster; labour unrest; riot; civil commotion; lockout; fire; flood; earthquake; typhoon; adverse weather conditions; war; acts of foreign enemies or terrorist acts; perils of the sea or other perils or cause or circumstance whatsoever which is beyond the control of such Party. Each such event of delay is known as a “**Force Majeure Event**”. Failure to make payment shall not be a Force Majeure Event in any event whatsoever. If the Training Period is extended due to any Force Majeure Event, PEI will use reasonable efforts to notify the Cadet of such extension.

- 5.2 If a Force Majeure Event continues for a period exceeding sixty (60) days, the Cadet and PEI may at any time thereafter, elect to terminate this Agreement by giving written notice to the other Party.

ARTICLE 6 TERM AND MODIFICATIONS

- 6.1 Contract Validity. This Contract shall become effective from the date both Parties have signed the same and for a period of 12 calendar months. For the avoidance of doubt, the Training Period is defined in Appendix A.
- 6.2 Amendments. Should the Cadet wish to vary the scope of training provided by PEI, then PEI undertakes to review such request and advise the Cadet of the impact of such revision. Such advice will include, but not be limited to, variations in timing, charges and content. Modifications of or additions to this Contract or its appendices must be mutually agreed and approved in writing by the Parties and recorded as an Addendum to this Contract signed by the Parties.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

- 7.1 Representations and Warranties. PEI represents and warrants that:
- 8.1.1. It will maintain the relevant NAA Flight Training Organisation (“**FTO**”) endorsement and NAA approval on the Training Programme;
- 8.1.2. It will resume the Training Services after the cessation of the Force Majeure event, if neither party terminates this Contract.
- 7.2 PEI represents and warrants that it is an entity incorporated under the laws of Singapore, possessing perpetual existence as a legal entity, having the capacity to sue and be sued in its own name, having full power, legal right and authority to carry on its business as currently conducted, and to execute, deliver and perform the provisions of this Contract.
- 7.3 The Cadet represents and warrants that he/she is not an undischarged bankrupt, does not have any criminal record or is not the subject of or involved as a direct party in any litigation in a court of law.
- 7.4 Attainment of Qualifications upon Course Completion. PEI offers no warranty or guarantee that the Cadet will obtain the relevant qualification within the Training Period specified in Appendix A.

ARTICLE 8 INDEMNIFICATION

- 8.1 The Cadet agrees to release, defend, indemnify and hold harmless PEI and their respective officers, directors, employees, instructors, service representatives and agents, from and against any and all claims, demands, suits, judgments, damages, liabilities, losses (including costs and expenses), and charges in connection therewith or incidental thereto, for the death or injury to any persons including any employees, designees or himself, and for loss of or damage to any property, including any aircraft,

arising out or in connection with any action taken, or omitted to be taken, by the Cadet as a result of or in connection with this Agreement and the services provided hereunder, to the extent caused by the Cadet's negligence or willful misconduct.

**ARTICLE 9
NOTICES**

9.1 Any notice to be served on either of the Parties by the other shall be in English and in writing and shall be sent by hand or by courier service or by registered post. If a notice is delivered by registered post, it shall be deemed to have been received by the addressee within three (3) days of posting.

9.2 All written correspondences shall use the address stated below:

	THE CADET	PEI
Name:		
Address:		
Contact Details:		

**ARTICLE 10
NO ASSIGNMENT**

10.1 Neither Party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

**ARTICLE 11
COUNTERPARTS**

11.1 This Agreement may be signed in counterparts (including faxed copies), each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**ARTICLE 12
RIGHTS OF THIRD PARTIES**

12.1 A person who is not a signatory to this Agreement shall have no rights under any law to enforce the terms of this Agreement.

**ARTICLE 13
CONFIDENTIALITY**

- 13.1 The Cadet acknowledges that in the course of the Contract and conduct of Training Services thereof, he/she will have access to Confidential Information. The Cadet has therefore agreed to accept the restrictions in this Article 13. The Cadet recognises and acknowledges that all information regarding PEI's business practices, training processes and policies including manuals and other policies and procedures, which may exist from time to time, are valuable, special and unique assets of PEI are proprietary and is Confidential Information.
- 13.2 The Cadet hereby undertakes not to disclose any of the foregoing or other information or any part thereof, to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever, save as required by law, court order, administrative or regulatory authorities or with PEI's prior written consent, where such consent is not to be unreasonably withheld.
- 13.3 The Cadet acknowledges and agrees to the collection, use, disclosure and processing of personal particulars and information provided by the Cadet (including personal particulars and information of third parties) for the purposes of PEI providing the Training Services and the Training Programme to the Cadet and for the purposes of PEI performing its obligations under the Contract. The personal particulars and information of the Cadet made available to PEI may be disclosed to the relevant Governmental authorities and PEI's service representatives and agents. Such information is required to ensure the PEI's compliance with the conditions of his/her visa and its obligations under immigration laws generally. In other instances information collected on this Contract or during enrolment can be disclosed without the Cadet's consent where authorised or required by law.
- 13.4 The Cadet represents and warrants that all personal data provided by the Cadet (including personal particulars and information of third parties) to PEI is accurate and complete. The Cadet agrees to promptly inform PEI of any updates or changes to personal data and information provided by the Cadet.
- 13.5 Personal data will be used and retained in accordance with the ST Engineering Personal Data Policy available at <https://www.stengg.com/en/personal-data-policy/>.

APPENDIX A – CAAS ATPL (Theory) COURSE CURRICULUM

Ground School
Description: CAAS ATPL (Theory) Location of Training facilities : Singapore Examinations: ATPL Theory Expected Duration = 6 Months (Excluding wait time for CAAS examination results) Theory Instruction: 750 hours

* PEI reserves the right to amend the training syllabus and duration as and when required to meet appropriate regulatory requirements.

PROGRAMME DURATION = 6 Months
PROGRAMME THEORY TRAINING = 750 HOURS

NOTE: Release of results is subject to CAAS, typically 3 weeks after assessments.

APPENDIX B – COURSE MATERIALS

Items To Be Issued To Student	
Category	Item Description
Instructional Materials	Air Law
	AGK Part 1 - Airframes & Systems
	AGK Part 2 - Electrics & Electronics
	AGK Part 3 - Powerplant
	AGK Part 4 - Instrumentation
	Flight Performance & Planning 1
	Flight Performance & Planning 2
	Human Performance & Limitations
	Meteorology
	Navigation 1 - General Navigation
	Navigation 2 - Radio Navigation
	Operational Procedures
	Principles of Flight
	Communications
Stationery	Navigation Computer CRP-5
	CAAS Approved Calculator
	Mathematical Set
	Protractor PP-2
	Navigation Ruler
Uniform	Short sleeve collar shirt (white) x 2
	Trousers (navy blue) x 2
	Tie (navy blue)
	Name tag
	1 pair of Epaulettes

PEI reserves the right to make amendments to any of the above items as long as the course materials meet training requirements under this Contract.

The parties hereby acknowledge and agree to the terms stated in this Contract.

SIGNED by the PEI

Authorised Signatory of the PEI
Name:
Date:

Seal of PEI

SIGNED by the Cadet

SIGNED by the Cadet's parent or legal guardian
(if the Cadet is under eighteen (18) years of age)

Name of Cadet:

Name of Parent or Legal Guardian:

Date:

Date: