



Advanced Training Scheme

Terms & Conditions Schedule

THE FOLLOWING ARE THE TERMS AND CONDITIONS FOR THE ADVANCED TRAINING SCHEME (the "Scheme") OF THE BRITISH AEROBATICS ASSOCIATION LTD ("BRITISH AEROBATICS"). BY APPLYING FOR ADMISSION TO THE SCHEME, APPLICANTS CONFIRM THAT THEY HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS, WHICH SHALL APPLY TO AND GOVERN PARTICIPATION IN THE SCHEME. IF AN APPLICANT DOES NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, HE/SHE SHOULD NOT ACCEPT THEM, IN WHICH CASE THE APPLICANT WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE SCHEME.

1. **THE SCHEME:** The British Aerobatics Advanced Training Scheme is a facility to award funds by way of grant, to individual power and glider pilots ("Candidates") who have successfully applied to be admitted to the Scheme.
2. **APPLICATIONS:** An application to the Scheme shall not become an entry to the Scheme until it is accepted and confirmed, in writing, by the chairperson of the Scheme selection panel.
3. **RESERVED RIGHTS:** British Aerobatics reserves the right in its absolute and sole discretion to reject an application for entry to the Scheme without explanation or to terminate a candidate's participation in the Scheme, subject to the terms of Clause 14 below. British Aerobatics decision will be final whilst acting reasonably at all times.
4. **CANDIDATE NUMBERS:** The number of candidates admitted to the Scheme shall be limited by the amount of funds available in the Scheme's reserves, which is dependent upon the level of success of fundraising activity.
5. **ADVANCED TRAINING:** 'Advanced' training means the intensive training of talented pilots, assessed to have the potential to achieve accelerated advancement to Unlimited level aerobatics.
6. **ASSOCIATION MEMBERSHIP:** It is a condition of the Scheme that a candidate must hold and maintain full membership of British Aerobatics.
7. **LICENCES & CERTIFICATES:** To be admitted to the Scheme, applicants should already hold a current licence to fly SEP aircraft in the UK, together with the validating medical certificate or declaration, and have aerobatic training and experience. For glider applicants the requirement is a BGA Gliding Certificate and Bronze and Aerobatics endorsements.
8. **GRANT AMOUNT:** The total grant amount, available from Scheme funds, shall be determined for each individual admitted to the Scheme after consideration of all appropriate information, including the amount the candidate is able to contribute toward the cost of his/her training programme.
9. **PAYMENTS:** Payments for direct costs of training, to be paid from the total grant awarded, are subject to the candidate's compliance with these Terms & Conditions, including the candidate's achievement of any applicable targets and milestones agreed under the Scheme. British Aerobatics may, in its reasonable discretion, modify payment amounts and shall notify the candidate, in writing, of any such changes.
10. **REPORTING:** Progress reports shall be required from time to time. For a progress report to be considered satisfactory, it must demonstrate meaningful progress against agreed targets and milestones for specific periods throughout the training programme. If meaningful progress has not been made, the report should explain the shortfall and what adjustments will be made to get back on track. Requests for any modification to targets or milestones must be submitted, in writing, to the chairperson of the Scheme selection panel. The selection panel must approve, in writing, any target or milestone modifications. **NOTE:** Objectives shall be specific, measurable, agreed, realistic and time-bound.
11. **USE OF FUNDS:** Scheme funds must exclusively be used to cover the hourly cost (or part thereof) of **(a)** aircraft hire (wet) or aircraft flying time (wet) [where a candidate's own aircraft is used] in either case when under formal instruction/critique, and **(b)** instructor's fees. All other ancillary costs e.g. travel, accommodation and subsistence must be borne by the candidate. **The cost of ad hoc hours flown, not under formal instruction/critique, are not included in Scheme funding.**

12. **INVOICES/SCHEDULES OF ACTIVITY:** Payments shall be made from Scheme funds upon the receipt of an invoice or schedule of activity; in either case to be signed or countersigned by the candidate's instructor.
13. **DURATION:** The training programme shall have a start date and continues until an agreed end date, unless terminated earlier as provided for in these Terms and Conditions.
14. **TERMINATION:** British Aerobatics may modify, suspend or discontinue any payment from Scheme funds or terminate the training if: (a) the Scheme selection panel is not reasonably satisfied with a candidate's progress in the Scheme; or (b) the candidate fails to comply with these Terms and Conditions. Termination of the Advanced Training Scheme Agreement will then be given in writing and shall have immediate effect.
15. **RETENTION OF FUNDS:** Any payments not yet made from the total grant amount awarded shall not be paid upon expiration or termination of the Advanced Training Scheme Agreement. Funds already spent on flying training instruction, up to the date of expiration or termination of the Advanced Training Scheme Agreement, will not be recovered by the Scheme.
16. **ASSIGNMENT:** The terms of the Advanced Training Scheme Agreement may not be assigned or transferred to any other Party.
17. **NOTICES & APPROVALS:** Any requests or approvals sought under the Advanced Training Scheme Agreement must be in writing and delivered by mail or email to either Party's primary contact as specified on the Advanced Training Scheme Agreement signature page, or as otherwise agreed by British Aerobatics and the Candidate.
18. **DATA PROTECTION:** British Aerobatics shall store and process a candidate's data in accordance with the provisions of the Data Protection Act 2018 which complements any aspects of the EU GDP Regulations that may remain in force in the post-'Brexit' epoch, and subject to the terms of the British Aerobatics Privacy Policy, which may be accessed, for information, via www.aerobatics.org.uk/publications.
19. **PUBLICITY:** British Aerobatics (and the candidate's flight training organisation) may publicly disclose information about the award of the grant, including the candidate's name, general location and a photograph; the total amount awarded and a description of the objectives of the Scheme, in publicity or promotional material.
20. **ETHICS & PRIVACY:** British Aerobatics Ethics and Privacy policies may be found at www.aerobatics.org.uk/publications.
21. **INDEMNITY:** Any information supplied or representations made by the candidate shall be in good faith, and in the event of inaccuracy (whether innocent or otherwise) made or caused by the candidate which causes loss or damage to British Aerobatics, the candidate agrees to indemnify British Aerobatics against any such loss or damage.
22. **INSURANCE:** The candidate shall, when/if using his/her own aircraft, under training in the Scheme, maintain aircraft insurance coverage to the accepted aviation standard as specified, currently, under (EC) 785/2004 or whatever minimum (post-Brexit) is ultimately specified by the UK Civil Aviation Authority.
23. **LIMITS OF LIABILITY:** Insofar as permitted by law, British Aerobatics and its agents shall not in any circumstances be responsible or liable to compensate candidates of the Scheme or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Scheme award except where it is caused by the negligence of British Aerobatics or its agents. The candidate's statutory rights are not affected.
24. **JURISDICTION:** The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and British Aerobatics and all participants hereby submit to the exclusive jurisdiction of the English courts.