

## CADET TRAINING AGREEMENT CUM CODE OF CONDUCT

*(Commercial Pilot Licence Training Programme)*

This Cadet Training Agreement cum Code of Conduct (“**Agreement**”) is made and executed on this \_\_\_ day of \_\_\_\_\_, (year) at \_\_\_\_\_.

### BY AND BETWEEN

**Dunes Aviation Academy (a unit of Ganpat Care Foundation)**, a Flying Training Organization duly approved by the Directorate General of Civil Aviation (DGCA), having its registered office at A-62/63, Krishna Nagar, Pali Road, Jodhpur – 342005 (hereinafter referred to as the “**Academy**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, permitted assigns, and authorized representatives);

### AND

Mr./Ms. \_\_\_\_\_, Son/Daughter of Shri \_\_\_\_\_, residing at \_\_\_\_\_ who is being enrolled in CPL programme at Academy(hereinafter referred to as the “**Cadet**”, which expression shall, unless repugnant to the context or meaning thereof, include his/her legal heirs, executors, administrators, and representatives).

The Academy and the Cadet are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

### 1. RECITALS AND OBJECT

1.1 The Academy is engaged in the business of imparting structured flying training, including the Commercial Pilot Licence (CPL) programme, in accordance with DGCA regulations, and its approved manual and processes.

1.2 The Cadet has voluntarily applied for admission to the said programme and has been selected/enrolled subject to the terms, conditions, and obligations contained in this Agreement.

1.3 The Parties are desirous of formally recording their mutual understanding with respect to training, financial obligations, discipline, operational conduct, and other incidental matters.

### 2. NATURE AND SCOPE OF TRAINING

2.1 The Academy shall provide theoretical and practical flying training, including ground training (if applicable), simulator sessions (if applicable) in accordance with DGCA-approved syllabi and internal operating procedures for the said programme.

2.2 The Cadet expressly acknowledges that aviation training is inherently dependent upon multiple operational variables, including but not limited to one’s own learning pace,

aircraft availability, instructor availability, weather conditions, maintenance requirements, airspace restrictions, and regulatory directions, and that the Academy shall not be held liable for any delay, deferment, or rescheduling arising there from.

2.3 The sequencing, scheduling, and conduct of training shall remain at the sole discretion of the Academy, subject to regulatory compliance and operational feasibility.

### 3. FEE STRUCTURE, PAYMENT TERMS AND FINANCIAL OBLIGATIONS

3.1 The Cadet agrees to pay the training fees strictly in accordance with the schedule set out in **Annexure A**, which forms an integral part of this Agreement.

3.2 The Cadet acknowledges that timely payment of fees is a fundamental condition for continuation of training, and **time shall be of the essence** in respect of all financial obligations.

3.3 Any delay, default, partial payment, or non-compliance with the prescribed payment schedule shall constitute a **material breach** of this Agreement.

3.4 Without prejudice to its other rights, the Academy shall be entitled, in the event of such breach, to suspend training, withhold flying slots, restrict access to facilities, revise the fee structure as per prevailing charges or discontinue the Cadet from the programme until such default is remedied to the satisfaction of the Academy.

### 4. CONDITIONAL FEE PROTECTION AND RIGHT OF REVISION

4.1 The Academy may extend the benefit of maintaining the fee structure prevailing at the time of execution of this Agreement; however, such benefit shall be **strictly conditional** upon:

- (a) adherence to the prescribed fee schedule without default;
- (b) continuous participation in training without interruption;
- (c) maintenance of regular attendance, discipline, and training progression.

4.2 The Cadet expressly agrees and acknowledges that the aforesaid fee protection is conditional in nature and shall stand withdrawn upon occurrence of any of the events set out below.

4.3 The Academy shall have the absolute, unfettered, and unilateral right to revise, re-determine, or re-apply the applicable fee structure, flying charges, or any other costs, in the event of:

- (a) any delay, default, or failure in adhering to the prescribed fee schedule;
- (b) prolonged absence from the base, discontinuation, deferment, or interruption of flying training, whether voluntary or involuntary and irrespective of the reason whatsoever;
- (c) wilful withdrawal from flying, non-participation in scheduled sorties, or delay attributable to the Cadet;
- (d) failure to maintain required attendance, discipline, or continuity in training;
- (e) increase in aviation turbine fuel (ATF) prices;
- (f) fluctuation in foreign exchange rates, including USD/INR variations affecting operational costs;
- (g) change in taxation, statutory levies, regulatory directives, or compliance requirements;
- (h) any other circumstance which, in the sole opinion of the Academy, materially impacts the cost of conducting training operations.

4.4 Upon the occurrence of any of the above events, the Cadet shall be liable to pay such revised fees and charges as may be determined by the Academy, and the Cadet agrees that such determination shall be **final, binding, and non-negotiable**.



4.5 In addition, if the duration of training exceeds **sixteen (16) months from the date of first sortie**, for any cadet reason whatsoever, the Cadet shall be liable to pay charges as per the prevailing fee structure at the relevant time.

## 5. NON-REFUNDABLE AND NON-TRANSFERABLE NATURE OF FEES

5.1 The Cadet expressly acknowledges and agrees that all amounts paid to the Academy are **strictly non-refundable and non-transferable**, under any circumstances whatsoever.

5.2 This shall include, without limitation, cases of withdrawal, discontinuation, inability to continue training, medical reasons, disciplinary action, termination, or any other cause.

5.3 The Cadet hereby irrevocably waives any right to claim refund, adjustment, or transfer of fees.

5.4 With respect to Hostel accommodation, there are two modes of payment available for CPL candidates which are either Annual or Half yearly

Candidates may choose any one of the above payment modes as per their convenience/requirements. It may be noted that no other payment mode shall be permitted under any circumstances. Further, once a candidate opts for a particular payment mode, he/she shall be required to avail the hostel facility for the entire corresponding duration. No adjustment or modification in the duration of stay shall be permissible thereafter.

Refund of Hostel Fee:

As a general policy, hostel fees once deposited is non-refundable. However, in the event a candidate completes the course before the expiry of the opted stay duration, the balance hostel fee may be refunded on a pro-rata basis.

## 6. ATTENDANCE, ABSENTEEISM AND TRAINING CONTINUITY

6.1 The Cadet shall maintain a minimum attendance of **ninety percent (90%)**, in both ground and flying training, as mandated by the Academy.

6.2 Attendance shall be strictly monitored, and any deviation shall be treated seriously due to its direct impact on training continuity, safety standards, and operational efficiency.

6.3 Absence from training shall be permitted only with prior written approval of the Academy and shall be restricted to limited circumstances such as regulatory examinations or medical requirements, supported by valid documentation. The Cadet shall select a DGCA examination centre and medical assessment centre nearest to the training base, so as to minimize loss of training time due to travel.

6.4 Any wilful absence, unauthorized leave, prolonged absence from base, or interruption of training, whether partial or continuous, shall constitute a **material breach** of this Agreement.

6.5 Without prejudice to other rights, such breach shall automatically trigger:

- (a) application of Clause 4 (Fee Revision); and
- (b) disciplinary action, including suspension or termination.

## 7. CODE OF CONDUCT, DISCIPLINE AND PROFESSIONAL OBLIGATIONS

7.1 The Cadet hereby undertakes to maintain, at all times during the tenure of training, the highest standards of discipline, integrity, professionalism, and conduct, both within and outside the premises of the Academy, so as to uphold the reputation, operational standards, and safety culture of the Academy.

7.2 The Cadet shall strictly comply with all applicable provisions, including but not limited to:

- (a) regulations, circulars, and directives issued by the Directorate General of Civil Aviation (DGCA);
- (b) the Academy's Standard Operating Procedures (SOPs), training manuals, safety protocols, and administrative policies;
- (c) all lawful instructions issued by instructors, examiners, management, and authorized personnel of the Academy.

7.3 The Cadet shall:

- (a) maintain punctuality, regularity, and prescribed attendance at all training sessions, briefings, and operational activities;
  - (b) report for training in a physically and medically fit condition, and immediately declare any medical unfitness;
  - (c) adhere to prescribed uniform, grooming, and identification requirements at all times;
  - (d) maintain professional conduct, courtesy, and respect towards instructors, staff, fellow cadets, and any associated personnel;
  - (e) safeguard all Academy property, aircraft, equipment, documents, and training material entrusted to him/her;
  - (f) maintain strict confidentiality with respect to Academy data, operational procedures, and proprietary information.
- (g) Adhere to moral and ethical standards and the laws of the land.

7.4 The Cadet expressly agrees that the following acts or omissions shall constitute **serious misconduct** under this Agreement:

- (a) wilful absence from training, unauthorized leave, or overstaying sanctioned leave;
- (b) habitual late reporting, irregular attendance, or failure to meet minimum attendance requirements;
- (c) wilful delay, avoidance, or non-participation in scheduled flying or training activities;
- (d) submission of false, misleading, or fabricated documents, records, or declarations;
- (e) insubordination, refusal to follow lawful instructions, or disruptive behaviour;
- (f) any act compromising flight safety, operational discipline, or regulatory compliance;
- (g) consumption, possession, distribution, or influence of alcohol, narcotics, or prohibited substances within or in relation to Academy activities;
- (h) damage, misuse, negligence, or unauthorized handling of aircraft, equipment, or Academy property;
- (i) disclosure or misuse of confidential or proprietary information of the Academy;
- (j) any conduct, whether verbal, physical, written, electronic, or otherwise, that is abusive, discriminatory, indecent, or detrimental to discipline or the reputation of the Academy;
- (k) involvement in ragging or any form of harassment, which shall be treated as a grave offence;
- (l) engagement in any activity, relationship, or conduct that, in the opinion of the Academy, compromises discipline, training standards, or professional environment.
- (m) Indulging in activities at any platform leading to disrespect or defame the academy or its official.

7.5 The Cadet acknowledges that aviation training is safety-critical in nature, and therefore any breach of discipline, safety protocol, or regulatory requirement shall be treated with **zero tolerance**.

7.6 Without prejudice to other rights available under this Agreement, any violation of this Clause shall entitle the Academy to take one or more of the following actions, depending on the severity of the breach:

- (a) issuance of written warning(s);
- (b) suspension from training for a specified duration;
- (c) withholding of flying slots or training privileges;
- (d) imposition of financial penalties or recovery of damages;
- (e) termination of training without notice and without refund;
- (f) reporting of the matter to DGCA or other regulatory authorities, where applicable.

7.7 The decision of the Academy in determining the nature of misconduct, the extent of breach, and the appropriate disciplinary action shall be **final and binding** upon the Cadet.

7.8 The Cadet further acknowledges that any disciplinary action taken under this Clause may be recorded in the Cadet's training records and may be disclosed for regulatory, reference, or verification purposes.

## **8. SAFETY, HEALTH AND ZERO-TOLERANCE POLICY**

8.1 The Cadet acknowledges that aviation training is safety-critical and requires strict adherence to all safety norms, procedures, and regulatory requirements.

8.2 The Academy enforces a strict zero-tolerance policy with respect to:

- alcohol consumption
- narcotics or prohibited substances
- reporting under influence
- any act compromising safety
- involvement in unethical/unlawful activities
- ragging
- breach of Safety protocols
- violation of DGCA CAR/Circulars/Academy Manuals or SOPs

8.3 Any violation shall result in immediate termination without notice and without refund, in addition to any regulatory reporting obligations.

## **9. LIQUIDATED DAMAGES, OPERATIONAL IMPACT AND REGULATORY ACTION**

9.1 The Cadet acknowledges that flying training involves allocation of aircraft, instructors, airspace slots, and operational resources, and that any disruption attributable to the Cadet results in measurable operational and financial impact to the Academy, the precise quantification of which may be difficult to ascertain.



9.2 Accordingly, in the event of any act or omission by the Cadet, including but not limited to absence, late reporting, non-availability, refusal to fly, withdrawal, rescheduling, or any conduct affecting training continuity, the Academy shall have the right, at its sole discretion, to:

- (a) levy such charges, administrative costs, or operational compensation as may be determined from time to time;
- (b) recover losses or damages arising from such disruption;
- (c) regulate, restrict, reschedule, or suspend training activities;
- (d) impose appropriate disciplinary or administrative measures.

9.3 The Cadet agrees that such measures are necessary for operational management and shall not be construed as arbitrary or penal in nature, but as a reasonable consequence of disruption caused.

## **10. DEFAULT, SUSPENSION AND TERMINATION**

10.1 In the event of any default by the Cadet in complying with the terms of this Agreement, including but not limited to default in payment of fees, breach of discipline, violation of safety norms, Prolonged leave (other than medical/DGCA assessments) or deliberate delay in training or failure to adhere to training requirements, the Academy shall be entitled to initiate appropriate action in accordance with this Clause.

10.2 In case of default in payment of any installment or financial obligation, the Academy shall issue a notice granting a period of seven (7) days to cure such default.

10.3 In the event the Cadet fails to remedy the default within the stipulated period, the Academy shall have the right, without further notice, to suspend or discontinue the Cadet from training, and such discontinuation shall take effect immediately.

10.4 Notwithstanding the above, in cases involving serious misconduct, breach of safety protocols, violation of DGCA regulations, or any act which, in the opinion of the Academy, is prejudicial to discipline, safety, or the reputation of the Academy, the Academy shall have the right to terminate the Cadet from the programme with immediate effect and without prior notice.

10.5 Upon termination or discontinuation under this Clause, all fees paid by the Cadet shall stand forfeited, and the Cadet shall not be entitled to any refund, adjustment, or claim of any nature whatsoever.

10.6 Any request for reinstatement or re-admission shall be subject to the sole discretion and approval of the Academy and shall be conditional upon payment of fees as per the prevailing fee structure at the time of such reinstatement, along with compliance of any additional conditions as may be imposed by the Academy.

## **11. LIMITATION OF LIABILITY**

11.1 The Cadet expressly acknowledges that aviation training is subject to multiple operational, environmental, and regulatory variables which are beyond the reasonable control of the Academy.

11.2 Accordingly, the Academy shall not be liable for any delay, rescheduling, interruption, or inability to conduct training arising out of or in connection with, including but not limited to:

- (a) adverse weather conditions;
- (b) aircraft maintenance, technical defects, or unserviceability;

- (c) airspace restrictions or airport operational limitations;
- (d) directives, restrictions, or actions imposed by DGCA or any governmental or regulatory authority;
- (e) force majeure events, including natural calamities, strikes, civil disturbances, pandemics, or any unforeseen circumstances.

11.3 The Academy shall further not be liable for any indirect, incidental, or consequential loss, including loss of opportunity, delay in course completion, or financial implications arising therefrom.

## **12. DISPUTE RESOLUTION AND ARBITRATION**

12.1 The Parties shall endeavour, in the first instance, to resolve any dispute, difference, or claim arising out of or in connection with this Agreement, including its interpretation, implementation, or termination, through mutual discussions and amicable settlement.

12.2 In the event such dispute is not resolved within a period of thirty (30) days from the date of initiation of discussions, the same shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

12.3 The arbitration shall be conducted by a sole arbitrator, who shall be appointed by the Academy.

12.4 The seat and venue of arbitration shall be Jodhpur, Rajasthan / Ahmedabad, Gujarat, and the arbitral proceedings shall be conducted in the Hindi or English language.

12.5 The award passed by the arbitrator shall be final, conclusive, and binding upon the Parties, and shall be enforceable in accordance with applicable law.

12.6 Subject to the provisions of this Clause, the courts at Jodhpur, Rajasthan / Ahmedabad, Gujarat shall have exclusive jurisdiction in respect of all matters arising out of this Agreement.

## **13. ENTIRE AGREEMENT**

13.1 This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, representations, or agreements, whether oral or written.

13.2 No amendment, modification, or variation of this Agreement shall be valid or binding unless made in writing and duly executed by both Parties.

13.3 If any provision of this Agreement is held to be invalid or illegal by a competent authority, the remaining provisions shall continue to remain valid and enforceable to the fullest extent permitted by law.

## **14. DECLARATION AND ACCEPTANCE**

14.1 The Cadet hereby declares that he/she has carefully read and fully understood all the terms and conditions contained in this Agreement.

14.2 The Cadet further acknowledges that the obligations, responsibilities, and consequences set out herein have been clearly explained and voluntarily accepted.



14.3 The Cadet agrees to abide by all provisions of this Agreement, as well as all policies, rules, and regulations of the Academy and applicable DGCA guidelines, as may be amended from time to time.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and place first mentioned above.**

**For Dunes Aviation Academy**

**Cadet**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal: \_\_\_\_\_

**Witnesses**

**Parent / Guardian**

(signature required only if the Cadet is below 18 years)

1. Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



**Annexure A**

