

Refund, Cancellation & Course POLICIES

Payment terms:

1. 50% upfront to secure the course.
 - a. This deposit is non-refundable 14 (fourteen) days or less prior to the course start date.
2. 50% balance 2(two) working days before the course start date.
 - a. Failure to meet this payment shall result in not being able to participate in the course.
 - i. The next course date with availability shall be offered only once.

A. Consent

I hereby warrant that I have full contractual liabilities. I have read understand and agree to each and every clause hereunder.

1. I agree to abide by the school rules and the UAS Regulations of Kenya.
2. I hereby agree that I am under the control of any KENDRONE pilot, employee, student or guest operating a UAS (RPAS) commonly known as a drone for the duration of the course OR any time I am involved in UAS operations with KENDRONE. *(This allows operation of the drone by the pilot in a proximity less than 50m from any member of the group as per the drone regulations).*
3. I hereby indemnify and hold harmless KENDRONE Ltd (herein after 'the Operator'), its members, employees and agents from any liability of whatever nature arising from the use or operation of any aircraft or equipment, in any manner whatsoever.
4. Without limiting the applicability of the aforementioned indemnity, the indemnity includes any liability which may arise as a result of an act or omission, whether negligent or not, of members, employees or agents of the Operator, whether during training, hire or charter of an aircraft, or any other means whatsoever.
5. I accept liability for the excess payment in the event of an insurance claim resulting from my use or operation of an aircraft or equipment obtained from or through the Operator. I agree to maintain such personal excess insurance as required to cover the full excess on each and every aircraft or equipment I rent or use and to give effect without delay to the procedures required to facilitate payment by the insurers in the event of a claim.
6. I agree to give full effect to all procedures as may be required in the event of an insurance claim, to ensure that such insurance payments are not unreasonably delayed.
7. I agree to, in the event of a dispute, bear the legal costs of myself and the Operator.
8. Any and all disputes or litigation will be handled through Arbitration in Nairobi or Mombasa under Kenya law and finalized within 90 days of the initial lodge of the dispute, claim, litigation or other.
9. I undertake to, immediately upon receipt by me or the Operator of a claim relating to my use of an aircraft, pay that claim or, at my own option, instruct my attorneys to defend the claim on behalf of the Operator. I will bear the costs of such defence attorney and own client cost and the financial charges, including collection charges and interest.
10. The Operator shall not be liable for damages suffered by me, or third parties and/or the property of such third parties arising from the operation of an aircraft.

11. I acknowledge that the Operator has an approved system of quality control that may, after consultation between me and the head of training, result in the termination of my training activities in the case of unsatisfactory progress or conduct.

EXAMINATION RESULTS AND INVIGILATION

- I. The pass mark for all exams is 70%.
- II. Exam results shall be recorded in the student file (APPENDIX 14).
- III. Examinations will always be invigilated by UTO Management personnel, HOT, Instructor or duly elected qualified employee.

i. EXAM RETAKE PROCEDURE

- IV. Should a candidate fail an exam with 50% or Less – A retake can be done no sooner than 3 days.
- V. Should a candidate fail an exam with 50% to 69% - A retake can be done no sooner than 24 hours.
 - a. Should a candidate fail an exam on 3 consecutive attempts - a retake can be done no sooner than 14 days.

i. UNSATISFACTORY STUDENT PROGRESS AND OR BEHAVIOUR

- VI. Courses are carefully designed so that the necessary knowledge and skills training are imparted within the course duration at a reasonable pace to promote learning.
- VII. Students who have not reached the required skill level by the end of the course shall be handled on a case by case basis by the HOT and AM.
- VIII. We reserve the right to terminate any student training contract where the student is found to compromise UAS safety, security, or privacy.
- IX. We reserve the right to terminate any student training contract where the student's behaviour compromises other student's progress.

12. I also recognize the confidential nature of internal documents of the Operator and agree not to disclose the contents of any such documents to third parties without the express prior written consent of the accountable manager.

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