

Terms and Conditions

Examination Terms and Conditions

These terms and conditions specify the basis that examination delivery services are provided by Assessment Services Pty Limited (ASL).

1 Examinations

"**Examinations**" are the Flight Crew examinations provided by the Civil Aviation Safety Authority (CASA) PEXO Exam Internet delivery system. The examinations include the following major categories - Airline Transport Pilot Licence (ATPL), Commercial Pilot Licence (CPL), Private Pilot Licence (PPL), and Instrument Rating Examinations (IREX).

All examinations are provided by CASA through their PEXO Exams system. Any queries concerning examination material or examination results should be referred to CASA. ASL is not liable for any deficiencies or errors with the examinations or results provided. Any queries concerning the examinations, results or licensing issues should be directed to CASA at their web site (www.casa.gov.au) or by contacting Flight Crew Licensing, phone 131 757 (local call costs throughout Australia) or email fcl.licensing@casa.gov.au.

2 Delivery

"**Delivery**" is the examination **delivery** service provided by ASL through a network of computer sites across Australia. ASL is responsible for the following activities associated with the delivery of Flight Crew examination services

- The provision of examination site information and opening schedules
- The booking of examination services
- The collection of CASA examination fees and ASL delivery fees
- The provision of examination booking information to candidates
- The provision of examination availability information

3 Fees

"**Examination Fees**" means the Examination fees prescribed in the Civil Aviation (Fees) Regulations (Cth) to be collected by ASL and paid to CASA.

"**Delivery Fees**" means the fees to be paid by candidates to ASL for examination delivery services.

The [schedule of fees](#) is prescribed on the ASL web site under the heading of Candidate information, Products and services.

4 Refund Policy

The **Examination Fees** and **Delivery Fees** are not refundable once a booking has been made. Scheduled examinations are transferable in accordance with Clause (5) on payment of the prescribed fee.

5 Transfer Examination

You may transfer your scheduled exam to another date and/or venue if processed more than 96 hours prior to the scheduled date. You will not be able to change the exam subject.

6 Candidate

“**Candidate**” means an examination applicant who has met the prerequisites required by CASA for the examination type requested.

7 Examination Sitting

“**Examination Sitting**” means the examination sitting at an ASL examination venue at a specific date and time that has been accepted by ASL and CASA.

ASL reserves the right to refuse a service to candidates not following Supervisor instructions.

8 Booking

“**Booking**” means the booking application made by a Candidate with the payment of the prescribed fees. The Booking is valid only for provision of examination services that have been accepted by ASL in relation to the examination sitting and CASA in relation to the examination type. Subject to Clause (13) of these terms and conditions and to the extent permitted by law, no payment accepted by ASL in respect of a Booking is refundable under any circumstances to the Candidate. Subject to restrictions on various Examination Schedules, Candidates may change a Booking provided these arrangements are processed more than 96 hours prior to the examination sitting ([Refer Clause 5](#)). The Booking is valid only for the specified examination sitting. If the Candidate fails to attend the examination sitting specified in the Booking, the Booking will lapse, become valueless and not be substitutable for other services.

9 Examination Acceptance

Examination Acceptance will be confirmed by the provision of an Examination Confirmation to the candidate. The Confirmation will provide the following information

- Candidates name
- Licence type
- Examination
- Examination venue address
- Examination date and sitting time
- Candidate Permitted Material as specified below in Clause (10)
- Examination transfer information
- General examination information

10 Candidate Permitted Material

The [Candidate Permitted Material](#) specified on the Confirmation are the only items approved by CASA that the Candidate is permitted in the examination, as well as any supplied items by the ASL venue. If a candidate is found to have additional items in the examination, other than the specified supplied or permitted material, the candidate’s examination result may be cancelled by CASA.

11 Examination Services

ASL will make all reasonable endeavours to provide the Candidate with the examination services as per the Booking, but in certain circumstances beyond its control, ASL may have to, without notice, substitute or transfer the examination services booked. The Candidate acknowledges that ASL may need to cancel or delay and reschedule Examinations due to CASA delivery restrictions, ASL or CASA technical problems, industrial action or other events beyond ASL’s reasonable control, and scheduled Examination Sittings are not guaranteed. In no circumstances will ASL be liable for any consequential losses that a Candidate may incur as a result of any such delayed or rescheduled Examinations.

12 Civil Aviation Legislation

Candidates must comply with all laws, regulations, orders and notifications in force relating to Flight Crew examinations, including the Civil Aviation Act 1988 (Cth), and any Regulations, Rules and Standards made under those Acts, and all conditions and instructions of ASL. A Candidate may be refused entry to an examination sitting, or be requested to leave if, in the reasonable opinion of ASL, the Candidate is in breach of these terms and conditions, or, for any reason, is causing a disturbance to other Candidates.

Specific examination information and conditions is contained in the [Exams](#) section of CASA's website and in [CASA's Flight Crew Exams AIC](#). Of particular importance is the requirement for all candidates to have an approved form of Identification for examination entry.

13 Liability

To the extent permitted by law, any liability of ASL for a breach of any provisions of the contract for provision of examination services, or related obligations, shall not exceed resupply of the examination service in question.