

Terms and Conditions of Use

Section 1 – Privacy Policy

1.1 Caal Airways Virtual (hereon referred to as 'we', 'us', 'our' or 'Caal') collects personal information. This section of our Terms and Conditions details our use of this personal information.

1.2.1 Upon initial registration, you will have given us personal information, such as your name, email address, VATSIM ID and country of residence.

1.2.2 We also collect information when you use our services, such as our website, forum and flight tracking software. This information includes, but is not limited to, visible IP address, flight logs, AIRMail messages, Forum posts, Forum Private Messages and TeamSpeak 3 server chat logs.

1.3 We will never use any of your personal information for marketing, promotions or sales relating to Caal without your express permission in writing.

1.4 We will never distribute your personal information to any third party, for remuneration or otherwise.

1.5 Our website contains a public 'Pilots' page. This shows your NIR Pilot ID, country of residence, full name, rank, flight information, VATSIM ID and account status. If you do not wish to have this information displayed, please contact the CEO as found on the 'Staff' page.

1.6 We will share personal information with individuals, groups, organisations or companies if we believe in good faith that this is of reasonable necessity. These necessity includes, but is not limited to: meeting legal, regulatory or governmental requirements; breach of Terms and Conditions of Use; disciplinary proceedings as detailed in Section 4 below.

1.7 We reserve the right to monitor communications channels that we operate. These include, but are not limited to, AIRMail, Caal Airways Forum Private Messages and the Caal Airways TeamSpeak 3 server.

1.8 We restrict access to personal information to Caal staff members who need access to this information as part of their job. They are subject to confidentiality agreements and will be disciplined upon breach of these agreements.

1.9 We process our data in conformation to the Data Protection Act 1998. However, by becoming a member of Caal, you agree to keep your data up-to-date and accurate. Failure to do so may result in termination of your account at Caal.

Section 2 – Membership

2.1 You may only have one Caal account. If you are found to be operating more than one account, all of your accounts will be permanently deleted.

2.2 Upon registration, you must provide a valid email address that is currently in use. Should this email address become inactive, or should it cease to be used, it is your responsibility to update your email address with us. Repeated failed attempts to contact you via email (for example, 'bounced' emails or no response for one calendar month) will result in termination of your account with Caal.

2.3 We reserve the right to refuse any membership application without cause or explanation.

2.4 We do not have minimum flight time requirements. However, your first flight must be logged within one month of registration. Failure to do so may result in account termination.

2.5 You must be at least fourteen years of age on date of registration to be a member.

2.6 You must own a legal copy of Microsoft Flight Simulator X, Microsoft Flight Simulator 2004: A Century of Flight, Laminar Research X-Plane 8.0ff or Lockheed Martin Prepar3D. No other simulators or versions are supported.

2.7 Unfortunately, we are not able to credit flight hours gained from a previous airline at this time.

2.8 Flights are not required to be performed on VATSIM. However, we would prefer as many as possible to be on VATSIM.

2.9 You may terminate your membership at any time by emailing a written notice of termination to our CEO. All profile information, flight data, hours and awards will be permanently deleted and irretrievable. All access privileges to password-protected site areas, forums and the TeamSpeak 3 server will be revoked.

2.10 If after termination of membership you wish to re-join Caal, you may do so with no adverse effects on your standing of membership. However, this will be a fresh membership.

2.11 A staff member may resign at any time by emailing a written notice of resignation to our CEO. He or she may experience a temporary interruption in website, forum and flight logging services whilst permissions are reset. There should be no loss to flight data, hours, ranks or awards.

2.12 We reserve the right to make random and unannounced checks on your VATSIM or Caal account where necessary.

2.13 We reserve the right to terminate your membership if necessary without warning but with a provided explanation.

Section 3 – Code of Conduct

3.1 We will under no circumstances tolerate any foul, abusive or racist language in any of our communications channels. Please see Appendix 2 of *'Delete expletives?'* (Ofcom, December 2000) for an example list if unsure.

3.2 We will under no circumstances tolerate any insults, personal abuse or threats against any other members of Caal.

3.3 We will under no circumstances tolerate vulgarity, obscenities or pornography in any written or graphic form.

3.4 It is of course permitted to engage in friendly and civil discussion and/or debate. However, we will not permit outright arguments.

3.5 We will under no circumstances tolerate publication of any illegal messages or images. This is including, but not limited to, pertaining to drug trafficking, prostitution, child pornography or inciting to crime. We will report such instances to the appropriate authorities.

3.6 When flying on VATSIM or posting on VATSIM forums, you are acting as a representative of Caal. Therefore, we will take particularly seriously any reports of misconduct whilst on the network.

3.7 We do not allow textual or graphic adverts for other virtual airlines in our public areas. These include, but are not limited to, the Forum, News pages and Announcements (if you have appropriate access privileges). Such posts will be removed.

Section 4 – Disciplinary Action

4.1 In the unfortunate event of a disciplinary action being required, we have a strict chain of events in place.

4.2 If a misconduct is identified, you will be sent a 'First Written Warning' email to your registered email address. This email will detail the misconduct and ask that you acknowledge receipt of the email. This 'First Written Warning' should be taken to be equivalent to a verbal warning in the workplace.

4.3 If a further misconduct is identified, you will be sent a 'Final Written Warning' email to your registered email address. This email will detail the misconduct and ask that you acknowledge receipt of the email. It will also stress that any further infraction will result in account termination. This 'Final Written Warning' should be taken to be equivalent to the second, written, warning in the workplace.

4.4 If a 'Final Written Warning' is issued, your account will be temporarily suspended for seven days. This will prohibit flight logging and forum access.

4.5 If after two warnings a third misconduct is identified, you will be issued a notice of account termination. Your account will be deleted immediately and you will not be permitted to create another account.

4.6 Any step(s) of the above chain of events may be skipped if deemed necessary due to the severity of the misconduct. It may be required to issue a 'Final Written Warning' upon the first instance. Immediate dismissal may be implemented in exceptional circumstances.

4.7 You retain the right to appeal any disciplinary action. These appeals will be considered by the CEO and any delegated officials. The decision of the CEO is final, and no further correspondence will be entered into.

4.8 Upon a successful appeal, the warning or dismissal will be retracted and your account reinstated if necessary with no further consequence.

4.9 If you are unsatisfied by the actions of any member of staff, you may appeal to the next level up the chain.

4.10 Record of any warnings, appeals or dismissals will be kept indefinitely as an exception to our Privacy Policy.

Section 5 – Flight Operations

5.1 Repeat of 2.4: We do not have minimum flight time requirements. However, your first flight must be logged within one month of registration. Failure to do so may result in account termination.

5.2 The only flying hours that will be credited to your account are approved company flights with company aircraft and callsigns. Deviation from any of the above may result in rejection of a PIREP.

5.3 Flights logged automatically from the VATSIM network must use the same callsign as displayed on the booking page. Otherwise, the PIREP may be rejected.

5.4 Our callsign is 'Clover' and the flight number from the booking page. This is to be used when flying on VATSIM.

5.5 All PIREPs are manually approved by an Operations Manager when submitted. If there is any query regarding the flight, he or she may contact you using your registered email address.

5.6 You may appeal rejection of a PIREP at any time. These appeals will be considered by the CEO and other Operations Managers. The decision of the CEO is final, and no correspondence will be entered into.

Section 6 – Training Operations

6.1 Caal is a VATSIM Authorised Training Organisation (ATO). We therefore adhere to strict quality control regulations and have standards as set by VATSIM Central.

6.2 Any pilot in good standing may request a training session. You will agree a mutually convenient time with an instructor. Unexplained absence or extreme tardiness at the agreed time may result in a disciplinary action. Repeated absences or tardiness may result in a ban from training operations, either temporarily or permanently.

6.3 Our written examinations have been directly moderated in accordance with VATSIM Pilot Training Department policies. Therefore, there is no appeal facility for any written examination result.

6.4 If you wish to appeal any practical examination result, you must appeal directly to the VATSIM Pilot Training Department.

Section 7 – Miscellaneous

7.1 The CEO of Caal will have ultimate jurisdiction in all matters. The CEO's decision is final and no further correspondence will be entered into.

7.2 Caal accepts no liability for any hardware, firmware or software damage caused to your network, computer or systems. Use of the website, forums and all associated software is entirely at your own risk.

7.3 Caal reserves the right to modify these Terms and Conditions of Use without notice or notification. A version log may be requested at any time.

7.4 The Terms and Conditions of Use are in effect from and including the version date found at the top of the document. Any disputes arising will be settled using the version of the Terms and Conditions of Use in effect at the time the dispute pertains to.

7.5 By joining Caal you accept these Terms and Conditions of Use.