

## General terms

### Star Wings Dortmund Luftfahrtgesellschaft mbH – DE.ATO.135

#### **1. General / Scope**

1.1. Training shall be performed according to statutory directives, and shall commence upon closing of this Agreement (undersigning of this Agreement) and receipt of statutorily stipulated records and documents by Contractor. Principal / Contracting Party as well as Participant agree to comply with any statutory provisions on which a training of airmen base as well as with any associated training guidelines of Contractor.

1.2. Contractor shall agree to keep any agreed appointments and scheduled dates of the training. Duration of Training, however, cannot be fixed in a binding manner. It will depend on the student's / Participant's capabilities. Taking this into account, Contractor agrees to see to an orderly, proper and speedy theoretical as well as practical training provided the student / Participant also contributes it to the best of his abilities. Contractor's obligation shall be void in case of force majeure or governmental actions.

#### **2. Training Expense / Proficiency Check / Payment Condition**

2.1. The hours stated in training expenses for theory, simulator, FNPT II and aircraft are minimum hours as set forth in our authorization.

2.2. Examination / examination flight shall not be part of the training. The Company shall not accept any warranty for admission of student / Participant / candidate to an examination. Furthermore, admission to examination shall be dependent on maturity for examination of student / Participant / candidate. Training manager in collaboration with technical trainers and instructors respectively shall decide about maturity for examination.

2.3. All landings shall occur at airports stipulated by Contractor.

2.4. Any training expenses set forth above are calculated basing on the currently applicable price list of Contractor. We reserve any changes of price due to increase of price of fuel or other fixed costs (e.g. increase of insurance expenses) also during training term.

2.5. Training expenses shall be charged to Principal / Contracting Party after closing of Agreement, and shall be paid into Contractor's account.

2.6. Accounting of actual flying hours of the base training, proficiency check on type and Assessment of Competence will be done based on entries in the logbook of the training aircraft and be charged after completion of training.

2.7. In the event more hours of theory and/or practice than required are necessary, we will issue a subsequent account.

2.8. Any fees of examiner shall be included in costs of qualification check.

2.9. Training expenses under this Training Agreement shall include any possibly required material for attendance of this training course, e.g. original flying and operating manual and similar items.

## 2.10. Principal's Payment Obligations:

(1) Payment shall be due and payable without discount upon receipt of invoice or a similar account of costs, provided no deviating (written) agreement has been made between the Parties.

(2) In the event Principal should not pay even after reminder of Contractor after maturity of invoice, Principal shall be in default. Even without such reminder, Principal shall be in default if a time-limit for payment has been fixed according to calendar. Principal shall be in default with payment obligations at the latest if he does not pay within 30 days of maturity and receipt of invoice or similar account of costs. This shall only apply toward a Principal who is a consumer, if he has been especially indicated to these consequences in the invoice or account of costs. Besides, statutory provisions shall apply.

(3) Any outstanding payments shall be subject to interest during the term of default. Default interest shall be 9 per cent points above the basic interest rate as far as Principal is a company in the meaning of § 14 BGB [German Civil Code]. It shall not be excluded that Contractor may claim a higher interest rate in case of default basing on a different legal reason. Likewise, claiming of further damages shall not be excluded.

(4) Principal's set-off against other receivables towards Contractor shall not be permitted.

(5) In the event of delayed or incomplete payment, Contractor shall be permitted to cancel training with costs, and refuse to render services.

## 3. Withdrawal from Training Course / Withdrawal from Agreement

3.1. Principal / Contracting Party shall warrant upon undersigning of this Agreement that they are able to immediately satisfy any and all claims of Contractor under this Agreement in connection with the price list applicable on the date of service. Should Principal / Contracting Party have difficulties to pay, they shall be under an obligation to immediately notify Contractor about it.

3.2. In the event Principal / Contracting Party / Participant be unable to further attend the training course due to illness or other reasons incorporated in his person, or should he waive of a further attendance, any possibly made advance payments shall be set off against already rendered services until this date, and a possibly overpaid amount shall be paid back, except for administrative fees.

3.3 Contractor shall be permitted to prematurely terminate this Agreement for good cause. A good cause shall in particular be assumed if a student / Participant turns out to be unsuitable, personally or technically, to achieve maturity for examination; or if a student / Participant violates provisions of the training manual; or if he deliberately deviates from a flight commission; or wilfully damages an aircraft, or handles it in a way that makes damage possible. Contractor shall also be entitled to terminate the Training Agreement if Principal / Contracting Party are in default with payment of fees.

3.4 In the event of premature termination of Training Agreement by student / Principal / Contracting Party, Principal / Contracting Party shall reimburse to Contractor any costs and expenses for flights until this date, including full costs of theoretical training as well as costs of teaching material and other costs and expenses incurred to Contractor to date.

#### **4. Admission to Training**

4.1. The following records and documents need to be submitted to Contractor prior to commencement of training:

- valid licence JAR/FCL: CPL-MEPL with ATPL credit or HPA
- valid Medical
- proof of flying hours / copy of most recent 5 pages of flight book
- passport or ID card
- reliability check
- ICAO Level 4 or higher
- excerpt of central traffic registry (proof of application)
- statement of being unpunished
- next of kin

4.2. Principal / Contracting Party / Participant is aware that training hours in a simulator, FNPT II and in an aircraft are considered flying service hours in the meaning of the 2<sup>nd</sup> DVO LuftBO and Subpart Q of EU-Ops 1 or JAR-Ops 3, provided Participant is employed with any aeronautic enterprise as a crew member pursuant to EU-Ops 1 or JAR-Ops 3, or has another employment contract with flying activities according to German labour laws. Participant / Principal / Contracting Party shall in such case agree to forward number of training hours to such employer.

4.3. Contractor shall be entitled to exclude Participant / Principal / Contracting Party from attendance of a training course if he does not provide the records set forth in item 4.1 above on time, and does not pay training fees set forth in item 2.1 above on time. Exclusion from attendance will be declared by registered mail.

#### **5. Data Protection**

- 5.1 The personal data required for implementing the training will be collected and processed exclusively for the purpose of implementing the transport agreement by the above-mentioned responsible party within the meaning of Art. 4 para 7 DS-GVO (European Basic Data Protection Regulation), the legal basis being Art. 6 para 1 lit. b) DS-GVO.
- 5.2 Your personal data will only be forwarded to recipients of any companies involved in this contractual relationship. Furthermore, statutory regulations exist for the transmission of personal data, e.g. to safety authorities, see under 6. The legal basis concerning this is Art. 6 para 1 lit. c) DS-GVO.
- 5.3 In addition to that, we might process your data based on a legitimate right of the company, Art. 6 para 1 lit. f) DS-GVO.
- 5.4 The storage period is limited to the period that is necessary for the fulfilment of the agreement. Data is automatically deleted in accordance with the statutory retention requirements.
- 5.5 You have the following rights concerning personal data pertaining to your person towards the responsible party: - Right to Information, - Right to Correction or Deletion, - Right to Limitation of Processing, - Right to Objection to Processing, - Right to Data Transferability.  
In addition to that, you have the right to complain about how we process your personal data to the relevant supervisory authority for data protection, the State Representative for Data Protection and Freedom of Information North Rhine-Westphalia (LDI).
- 5.6 Please find further information on data protection on our website at [www.starwings.com/Datenschutz](http://www.starwings.com/Datenschutz)

#### **6. Reliability Check according to § 7 Luftverkehrsordnung (German Aviation Security Act)**

6.1. Principal / Contracting Party / Participant is aware that issue of a type rating by a German approving authority is dependent on a valid and positive reliability check pursuant to § 7 LuftSiG submitted to the approving authority. Principal / Contracting Party / Participant shall independently and timely take care that such a valid and positive reliability check is submitted to the approving authority to enable issue of type rating after successful completion of the training course.

## **7. Exclusion of Success Warranty**

7.1. Contractor shall not warrant a successful completion of training course by Participant / student, or that he passes the stipulated official examination. However, Contractor shall make any effort to provide the best possible training according to state-of-the-art of aviation.

7.2. For reason of quality, training records will be reviewed within 3 working days by our training manager, and will be forwarded by the company Star Wings / Contractor to approving authority and Participant. Participant / student shall not receive any training records after successful completion of training.

## **8. Insurance Cover**

8.1. Contractor shall provide insurance cover for training as follows:

- Seat accident insurance (there is seat accident insurance cover relating to training seats in aircrafts used for training).
- Insurance amount: - 20,000.00 € in case of death  
- 20,000.00 € in case of irreversible invalidity
- Liability insurance: - CSL cover (combined single limit)  
(combined insurance for liability insurance of owners and passengers). This includes insurance cover as set forth in § 31 LuftVG.
- Comprehensive insurance: - Company's aircrafts are insured with a deductible (per damage event). Respective amounts will be disclosed upon request. In case of gross negligence, Contractor shall reserve the right to claim deductible and loss of no-claims bonus from Principal/Contracting Party.
- Principal / Contracting Party / Participant is aware that he may provide for a higher insurance cover, if requested. He shall indemnify Contractor against any and all liability claims for any damage which has not been caused by grossly negligent acts of Contractor, or by wilful or grossly negligent violation of obligations by a statutory representative or agent of Contractor.

## **9. Additional Agreements and Changes of Agreement**

9.1. Oral additional agreements do not exist. Any changes of or amendments to this Agreement require written form. Also cancellation of this written form requirement clause requires written form.

## **10. Events of Defaults**

10.1. In the event Contractor is unable to provide the services as agreed due to force majeure, government orders or orders of airport administration, or due to technical disorders, there shall be no right to claim damages.

10.2. In the event performance or continuation of training is impossible for one of the above reasons, and Principal / Contracting Party / Participant cannot be expected to wait any longer, both Parties may withdraw from this Training Agreement. In such case Principal / Contracting Party shall be paid back any so far unused amounts of fees for theoretical training as well as any so far unused advance payment for flying lessons. There shall be no further claims.

## **11. Severability**

11.1. Should individual provisions of this Agreement be invalid, the validity of the other provisions shall remain unchanged. Both Parties shall agree to replace such invalid provision by a valid provision which comes as close as possible to the original economic purpose.

## **12. Place of Jurisdiction**

12.1. Place of jurisdiction for both Parties shall be the business seat of Star Wings Dortmund Luftfahrtgesellschaft mbH - DE.ATO.135.