

# **Terms and Conditions of Austrian Aviation Training GmbH (AAT)**

**(Stand: 01.01.2023)**

## **Preamble**

Austrian Aviation Training GmbH (hereinafter referred to as "AAT" or the "Training Organization") is a civil aviation pilot school operating as an Approved Training Organization (ATO) pursuant to the provisions of Part-ORA (Annex VI to Regulation (EU) No. 1178/2011), approved by Austro Control GmbH under the certification number AT.ATO.969.

The Student Pilot (hereinafter referred to as the "Student") has expressed interest in training modules for obtaining pilot licenses, authorizations, and/or radio operator certificates, as detailed in a separate Training Contract.

These Terms and Conditions form an integral part of the Training Contract concluded between AAT and the Student. By signing the Training Contract, the Student acknowledges having read, understood, and accepted these Terms and Conditions. They govern all aspects of the training relationship, including the use of AAT's aircraft, facilities, and services.

## **I. Training Object and Duration**

(1) The object of the training is the instruction of theoretical knowledge and practical skills as defined in the specific Training Contract and its annexed module list and price list (Annex A). The training will be carried out modularly according to applicable legal regulations.

(2) The total training duration is agreed upon in the Training Contract. This period is an estimate and may be subject to change based on the Student's progress, availability, weather conditions, aircraft serviceability, and regulatory requirements.

(3) Training is conducted in compliance with the Austrian Aviation Act (LFG), the Radio Operator's Certificate Act (FZG), Regulation (EU) No. 1178/2011, and other relevant national and international legal bases, as well as AAT's approved training and teaching plans.

(4) Modules designated for "Time Building" or similar (e.g., Module #5) are primarily for the Student to accrue necessary flight hours. During such modules, the Student must rent aircraft from AAT, adhering to these terms and conditions.

(5) If the Student undertakes any part of the training or time-building with an external ATO or in a non-AAT aircraft without prior written consent, AAT reserves the right to reclaim any advanced bonus or discount granted under the Training Contract, and the Student shall be liable to repay such amount immediately.

## **II. Pre-Requisites for Training**

(1) Before commencing practical training, the Student must undergo a reliability check and safety training to obtain an airport identity card for Graz Airport at their own cost.

(2) **By the time of the first solo flight (Module #3)**, the Student is obligated to provide evidence of:

- A valid aero-medical fitness certificate, at least Class 2 (preferably Class 1), at the Student's expense.
- A valid Radio Telephony License (EFZ or higher), as per Module #1.
- A valid Language Proficiency Test (LPT) English, at least Level 4, as per Module #2.
- (3) **By the time of the Commercial Pilot License (CPL) issue**, the Student must provide a valid aero-medical fitness certificate of Class 1, at their own expense.

(4) Students unfamiliar with AAT's aircraft types must complete necessary familiarization flights with an AAT Flight Instructor at their own cost.

### III. Use of AAT Aircraft and Facilities

(1) **Aircraft and Simulators:** AAT provides aircraft, flight simulators, and facilities for the Student's training. The use of these is subject to availability and operational requirements. For the purposes of these Terms, flight simulators are considered "aircraft."

(2) **Condition and Acceptance:** An aircraft is handed over to the Student (or their Flight Instructor) in a serviceable condition with all required documents. The Student or their Flight Instructor must inspect the aircraft prior to each flight. Any damage or malfunction noted during the pre-flight inspection must be reported to AAT immediately and entered in the aircraft's journey log.

(3) **Responsible Pilot and Qualified Personnel:**

- The Student, or the nominated Flight Instructor for training flights, shall be the "responsible pilot."
- The aircraft may only be operated by the Student (during solo flights) or the nominated Flight Instructor.
- The responsible pilot must hold all valid and appropriate licenses, medical certificates, and ratings for the planned flight.
- The responsible pilot must be familiar with the aircraft's systems and operating procedures and must not operate it if they are in a state of incapacity (e.g., under the influence of psychoactive substances, fatigue, or medical deficiency) as per NCO.GEN.105(a)(5) or similar applicable regulations.

(4) **Authorized Use:** The aircraft is exclusively to be used for training flights as specified in the Training Contract. The Student is prohibited from using the aircraft for:

- Commercial transportation of persons, cargo, or mail.
- Aerial work (except for training-related photography).
- Competitions, tests, or towing.

- Any flight not in accordance with the Aircraft Flight Manual (AFM), performance limits, or applicable meteorological conditions.
- Any flight to countries with a flight ban (e.g., outside Europe, especially the USA) without prior express written consent from AAT.

(5) **Safety and Security:**

- The responsible pilot is responsible for a thorough flight preparation and conducting adequate pre-flight checks.
- The aircraft must be properly secured (locked) and parked with consideration for local and meteorological conditions. The ignition key and aircraft documents must be kept safe.
- Breach of any safety regulation or any action inconsistent with the safety of aviation is considered a material breach of contract.

(6) **Fueling and Operating Materials:**

- Only fuel and oils specified in the Aircraft Flight Manual (AFM) may be used.
- At Graz Airport, the Student shall primarily use AAT's own fuel supply. If fuel is procured elsewhere, AAT will only reimburse the cost equivalent to AAT's price at Graz on the day of refueling.
- The Student shall be responsible for the costs of De-icing and other special operating materials.

## **IV. Payment Terms**

(1) **Training Costs:** The costs are determined by the price list (Annex A) valid at the time of the Training Contract signing. AAT reserves the right to change prices for aircraft rental and instruction with reasonable notice during the term of the contract.

(2) **Invoicing:** Invoices are issued regularly (e.g., weekly) after the service is provided. The Student must pay the full invoice amount within 7 days of the invoice date.

(3) **Pre-Payment:** Full pre-payment for each training stage (e.g., Stage 1-4) is required before the commencement of that stage.

(4) **Late Payment:** If payment is not made on time, a reminder fee of **EUR 15.00** will be charged per reminder. AAT reserves the right to suspend training and/or refuse further rentals until outstanding payments are settled.

(5) **Third-Party Costs:** Costs levied by third parties (e.g., Austro Control, airports, medical examiners, flight examiners) are non-binding estimates and are to be paid directly by the Student.

(6) **Additional Training:** If additional training is required due to the Student's lack of preparation, absence, need for repetition, or longer breaks, the associated costs will be charged to the Student at the current rates.

(7) **Set-Off Prohibition:** The Student is not entitled to set-off any claims against AAT's claims for payment.

## V. Insurance

(1) **Coverage:** All aircraft of AAT are covered by statutory liability and hull (full comprehensive) insurance.

(2) **Student's Liability:**

- In the event of culpable damage to an AAT aircraft, the Student is liable to AAT for the payment of the hull insurance deductible (excess) and the loss of the no-claims bonus.
- The applicable amounts are specified in the table below (or as per the current price list) and are valid at the time the Training Contract is concluded:

| Code   | Type        | TOTAL (excl. VAT) |
|--------|-------------|-------------------|
| OE-CSS | Aquila A210 | € 4,000.00        |
| OE-CUU | Aquila A210 | € 4,000.00        |

| Code            | Type                      | TOTAL (excl. VAT) |
|-----------------|---------------------------|-------------------|
| OE-CVV          | Aquila A210               | € 4,000.00        |
| OE-DKK          | Diamond Star DA40TDI      | € 8,000.00        |
| OE-FBB          | Diamond Twin Star DA42TDI | € 11,000.00       |
| OE-FJJ          | Diamond Twin Star DA42TDI | € 11,000.00       |
| DE-FMG / OE-FMO | Eclipse 500/550           | € 50,000.00       |
| OE-FMK          | Cessna Citation 501       | € 50,000.00       |

(3) **Full Liability:** The Student is further liable for all damages they culpably inflict on AAT, including the costs of recovery, towing, storage, and repair, as well as all other direct and consequential damages resulting from the breach of contract (e.g., damages from breaching the confidentiality agreement).

(4) **Failure to Comply:** AAT explicitly points out that failure to comply with these Terms and Conditions can invalidate the insurance coverage. Strict adherence is therefore mandatory.

(5) **Non-Exercise of Insurance:** AAT is not obligated to utilize the insurance policies for damage settlement.

## VI. Liability of AAT

(1) AAT is liable for damages suffered by the Student due to the grossly negligent or intentional conduct of its bodies, employees, or vicarious agents.

(2) AAT is not liable for slightly negligent conduct.

(3) AAT is not liable for indirect or consequential damages, loss of profit, or damages to personal items brought or left in AAT's aircraft or facilities.

(4) AAT is not obligated to bear the costs of transporting the Student back from an alternate destination in case of a technical defect, except as explicitly provided in the Training Contract (e.g., reimbursement of public transport 2nd class).

## **VII. Aircraft Return, Security, and Grounding**

(1) The Student must return the aircraft in the same condition as received, with ordinary wear and tear excepted, at the agreed place (usually Graz Airport).

(2) The aircraft must be returned clean. AAT is entitled to have the aircraft professionally cleaned at the Student's expense if returned unusually dirty.

(3) The Student is liable for all costs associated with the return (recovery) of an aircraft if the return to Graz Airport is not possible due to circumstances caused by the Student.

(4) In case of an accident, incident, or malfunction, the Student must inform AAT immediately.

(5) The Student is not authorized to have any maintenance or repair work performed on the aircraft without the express prior consent of AAT.

## **VIII. Data Protection and Confidentiality**

(1) **Data Processing:** The Student consents to AAT processing personal data for the purpose of fulfilling the Training Contract and managing the training relationship, including transfer to competent authorities (e.g., Austro Control).

(2) **Confidentiality:** All information, documents (especially manuals), and data provided by AAT are confidential. The Student must use them solely for the training purpose and maintain secrecy towards third parties.

(3) **Breach:** For each breach of the confidentiality obligation, the Student shall pay a contractual penalty of **EUR 15,000.00**. AAT retains the right to claim further damages.

## **IX. Termination of the Training Contract**

(1) Both parties may terminate the Training Contract with immediate effect by written declaration.

(2) **Grounds for Immediate Termination by AAT:** Material breach of contract by the Student, including but not limited to:

- Non-payment of fees.
- Breach of safety or security regulations.
- Use of the aircraft for an unauthorized purpose.
- Breach of the confidentiality agreement.
- A culpable damage to an aircraft, where the Student's actions are incompatible with aviation safety.
- Loss of required medical fitness or licenses.

(3) **Consequences of Termination:**

- **By AAT:** AAT will refund any pre-payments minus the costs for the theory module just completed by the Student, and a pro-rata amount for any services already rendered.
- **By the Student:** AAT will refund any pre-payments for unused tuition, minus a 5% administration fee of the total unused tuition fees. This fee is waived if the Student terminates due to the loss of their EASA Class 1 Medical Certificate.
- The final settlement will be paid within 14 days of the termination declaration.
- The Student remains liable for all outstanding invoices and any damages caused up to the date of termination.

(4) **Student's Records:** Upon termination, the Student may request a copy of their trainee's file from AAT within one year free of charge. After one year, but within the legal storage obligation, AAT may charge a reasonable fee for providing a copy.

## **X. Final Provisions**

- (1) **Amendments:** These Terms and Conditions may be amended by AAT with reasonable notice. The Student will be informed of any changes in writing.
- (2) **Severability:** Should any provision of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely approximates the economic intent of the parties.
- (3) **Applicable Law and Jurisdiction:** These Terms and Conditions and the Training Contract are governed by Austrian law, excluding conflict of law rules. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the competent court in Graz (Bezirksgericht Graz-West or Landesgericht für Zivilrechtssachen Graz).

# **Terms and Conditions of Austrian Aviation Training GmbH (AAT)**

## **For Aircraft Rental (Non-Training Flights)**

**(Stand: 01.01.2023)**

### **Preamble**

The Renter has agreed to lease an aircraft from Austrian Aviation Training GmbH, registered under FN 476925k of the Regional Court Graz, with its registered seat in Feldkirchen bei Graz and business address Kalsdorfer Straße 30, A-8073 Feldkirchen bei Graz (hereinafter referred to as "AAT" or the "Lessor").

The lease of this aircraft, as well as the resulting legal relationships, are subject to the provisions of these Rental Terms and Conditions. These conditions have been brought to the Renter's attention prior to concluding the rental agreement and have been expressly accepted by the Renter.

*These Rental Terms and Conditions apply exclusively to rental agreements for the purpose of non-commercial, private flights. For students undergoing a full training program (Zero-to-ATPL, Modular, or otherwise), the provisions of the specific "Student Training Contract" shall take absolute priority over these terms in the event of a conflict.*

### **I. Subject of Rental and Handover**

(1) The rented aircraft is handed over to the Renter by AAT in a serviceable condition, with all necessary documents and keys, and – unless otherwise noted in the journey log – without external damage or functional defects.

(2) Upon handover, the Renter must inspect the aircraft to ensure it is received without any visible damage.

(3) Furthermore, before the first use of the aircraft on each day of the rental period, the Renter must perform the pre-flight inspection as outlined in the respective Aircraft Flight Manual (AFM).

(4) Any visible damage or malfunctions identified during the pre-flight inspection must be reported to AAT immediately before the planned flight and entered into the journey log. Reports of damage or malfunctions made after the flight has been completed will be attributed to the Renter by AAT. The Renter is responsible for deciding whether to continue or abort the flight, considering the assessment of the damage's severity.

## **II. Responsible Pilot**

(1) The rented aircraft may only be operated by the Renter as the responsible pilot. If multiple persons jointly rent an aircraft from AAT, only those who have accepted these Rental Terms and Conditions upon taking possession of the aircraft may act as responsible pilots.

(2) The Renter is responsible for ensuring that from the time of handover to the time of return, only they themselves or persons as defined in Paragraph (1) act as responsible pilots of the aircraft.

(3) The Renter warrants that at the time of handover and for the entire intended rental period, they hold all required licenses, ratings, and medical certificates (at least a valid Class 2 medical, or Class 1 if required for the operation), a valid "Familiarization" or "Differences Training" (if applicable), and have completed an AAT-approved check flight. The Renter explicitly assures that they have familiarized themselves theoretically and practically with the aircraft and its systems and will not operate it if they are in a state of incapacity (e.g., under the influence of psychoactive substances, fatigue, or medical deficiency) as per NCO.GEN.105(a)(5) or similar applicable regulations.

### **(4) Special Requirements for Complex Aircraft (e.g., DA42, Eclipse,**

**Citation):** According to applicable insurance requirements, in addition to the aforementioned conditions, the Renter must possess a total flight experience of at least 100 flight hours and a minimum of 10 flight hours on the specific aircraft type (e.g., DA42). This flight experience may also be fulfilled by a person flying with the Renter in the right front seat, provided they also meet the requirements of the previous paragraph and this paragraph.

### **III. Authorized Use**

- (1) The Renter acknowledges that the rented aircraft is exclusively approved for non-commercial flights. Commercial transportation of persons, cargo, or mail is strictly prohibited. Aerial work (with the exception of private film and photo flights) is also not permitted.
- (2) The Renter acknowledges that the aircraft may only be operated according to the procedures and within the performance limits outlined in the AFM, as well as in accordance with the official Certificate of Airworthiness.
- (3) The aircraft may only be operated within the legal regulations valid at the respective place of operation. The Renter is obligated to familiarize themselves with the applicable regulations along their flight route (including Alternate Aerodromes) and is solely responsible for compliance with all operational, customs, and financial regulations.
- (4) **Flight Bans:** There is an absolute flight ban to all countries outside of Europe, specifically the United States of America. Flights to these areas require prior written consent from AAT. Violation of this absolute flight ban renders the aircraft's insurance coverage null and void, and the Renter shall be fully liable for all resulting damages to AAT or third parties.

### **IV. Safekeeping and Return of the Aircraft**

- (1) The Renter is obligated to properly safeguard the aircraft during the rental period, including locking and securing it. Local and meteorological conditions (e.g., wind) must be considered, including foreseeable developments.
- (2) The Renter must return the aircraft in the same condition as received, with only ordinary wear and tear accepted. The aircraft must be returned to Graz Airport (LOWG) unless otherwise agreed.
- (3) The aircraft must not be unusually soiled. If returned unusually dirty, AAT is entitled to have the aircraft cleaned at the Renter's expense.

(4) The Renter must remove all personal belongings upon return. AAT is entitled to dispose of any items found in the aircraft without prior notice.

## **V. Behavior in Case of Accidents, Malfunctions, Damage, Loss, or Theft**

(1) In the event of an accident, serious incident, malfunction, or theft of the aircraft, the Renter must inform AAT immediately.

(2) The Renter's legal obligation to report the occurrence to the competent authorities remains unaffected.

(3) The Renter is not authorized to carry out or have any maintenance or repair work performed on the aircraft without the express written instruction of AAT.

## **VI. Fees, Charges, and Financial Liabilities**

(1) The rental fee is determined according to the prices published in AAT's electronic reservation system or the valid price list at the time of booking.

(2) Invoicing is generally addressed to the Renter. If the Renter wishes invoicing to a third party, this must be communicated to AAT no later than upon the return of the aircraft.

(3) The rental fee and all other invoices are due for immediate payment upon receipt.

(4) The Renter is obligated to pay all fees and taxes directly related to the operation of the flight (e.g., landing fees, air navigation service charges, parking fees).

(5) If such fees are not paid directly and AAT is subsequently billed, AAT will forward the invoice to the Renter, adding a processing fee of **EUR 15.00** (incl. VAT) per transaction. These fees are due for immediate payment.

(6) Should the Renter's operation of the aircraft cause any financial disadvantage to AAT (e.g., due to non-payment of fees), the Renter shall indemnify and hold AAT harmless.

## VII. Insurance and Liability of the Renter

(1) AAT maintains all legally required insurance, including liability and hull (full comprehensive) insurance for its aircraft.

(2) **Renter's Liability for Damage:** In the event of culpable damage to the rented aircraft, the Renter is liable to AAT for:

- The hull insurance deductible (excess).
- The loss of the no-claims bonus.
- All direct costs caused by the damage (e.g., repair, recovery, towing, and storage costs).
- Any ancillary costs (e.g., reasonable expenses for damage assessment and mitigation).
- Frustrated expenditures connected to the aircraft.

The applicable deductible and no-claims bonus amounts are as follows:

| Code                          | Type                         | Deductible /<br>Excess | No-Claims Bonus<br>(incl. Ins. Tax) | <b>TOTAL</b>           |
|-------------------------------|------------------------------|------------------------|-------------------------------------|------------------------|
| <b>OE-CSS /<br/>CUU / CVV</b> | Aquila A210                  | € 4,000.00             | € 1,500.00                          | <b>€ 5,500.00</b>      |
| <b>OE-DKK</b>                 | Diamond Star<br>DA40TDI      | € 8,000.00             | € 2,000.00                          | <b>€<br/>10,000.00</b> |
| <b>OE-FBB /<br/>FJJ</b>       | Diamond Twin<br>Star DA42TDI | € 11,000.00            | € 2,500.00                          | <b>€<br/>13,500.00</b> |
| <b>DE-FMG /<br/>OE-FMO</b>    | Eclipse 500/550              | € 50,000.00            | € 5,000.00                          | <b>€<br/>55,000.00</b> |
| <b>OE-FMK</b>                 | Cessna Citation<br>501       | € 50,000.00            | € 5,000.00                          | <b>€<br/>55,000.00</b> |

(3) The Renter is additionally liable to AAT for all damages culpably inflicted, including damages from a breach of the confidentiality agreement.

(4) AAT explicitly points out that failure to comply with these Rental Terms and Conditions can result in the insurance provider being released from its obligation to cover the damage. Strict adherence is therefore mandatory. AAT is not obligated to utilize the insurance policies for damage settlement.

(5) The Renter is liable to AAT for all costs associated with the recovery of an aircraft if the return to Graz Airport (LOWG) is not possible due to reasons caused by the Renter (e.g., weather, exceeding duty time).

### **VIII. Liability of the Lessor (AAT)**

(1) AAT is generally liable for the condition of the aircraft. However, AAT is not obligated to bear the costs of transporting the crew or passengers to their destination or point of departure in the event of a technical defect, regardless of who caused the defect.

(2) To the extent permitted by law, AAT's liability for all direct and indirect damages, losses, and future disadvantages suffered by the Renter, any third party, or occupants of the aircraft is excluded. Liability for loss or damage to items brought into or left in the aircraft is also excluded. The Renter agrees to indemnify and hold AAT harmless against all third-party claims arising from the use of the rented aircraft.

(3) This exclusion of liability does not apply in cases of gross negligence or willful misconduct by AAT, its legal representatives, or its senior employees.

### **IX. Refusal of Further Rentals**

AAT is entitled to refuse further rentals to the Renter in the event of overdue payments or a material breach of these terms.

### **X. Immediate Recovery of Aircraft by AAT**

In the event of a material breach of contract by the Renter, AAT is entitled to repossess the aircraft immediately at the Renter's expense. A material breach includes, but is not limited to, any action by the Renter that is incompatible with aviation safety or endangers it.

## **XI. Data Protection**

The Renter consents to AAT processing their data in connection with the rental contract, including the transfer of data to competent authorities (e.g., Austro Control). The Renter is obligated to notify AAT of any changes to their address or contact details.

## **XII. General Provisions**

(1) **Amendments:** AAT reserves the right to amend these Terms and Conditions. The Renter will be informed of changes in writing or via the electronic reservation system.

(2) **Severability:** Should any provision be invalid, the validity of the remaining provisions shall remain unaffected.

(3) **Applicable Law and Jurisdiction:** These Terms and Conditions are governed by Austrian law, excluding conflict of law rules. The exclusive place of jurisdiction for all disputes is the competent court in Graz (Bezirksgericht Graz-West or Landesgericht für Zivilrechtssachen Graz).