Executive Flight®

Training Agreement

& General Terms and Conditions

Executive Flight is powered by:

Executive Flight®

Index

Index

Definitions
- 1.1
- 1.2
- 1.3

Applicability
- 2.1
- 2.2
- 2.3

Capacity of entrepreneur and the nature of the work
- 3.1
- 3.2

Quotations and conclusion of agreements
- 4.1
- 4.2
- 4.3

Prices
- 5.1
- 5.2

Payment
- 6.1
- 6.2
- 6.3
- 6.4

Security
- 7.1

Executive Flight is powered by:

Executive Flight®

7.2

7.3

7.4

Airplane and crew

8.1

8.2

8.3

8.4

Changes in the flight schedule and flight locations

9.1

9.2

9.3

Permits

10.1

10.2

10.3

10.4

10.5

Costs

11.1

11.2

11.3

Transfer fees and extra flying hours

12.1

12.2

Liability of the contractor or entrepreneur engaged by him

13.1

13.2

13.3

Executive Flight is powered by:

13.4
13.5
13.6

Obligations of the client
14.1

Liability of the client
15.1

Disclaimer
16.1
16.2

Expiration period
17.1
17.2

Complaints and disputes
18.1
18.2

Additional terms and conditions relating to flight training
19.1
19.2
19.3
19.4
19.5
19.6
19.7
19.8
19.9
20.1
20.2
20.3

Executive Flight is powered by:

20.4
20.5

Definitions

1.1

In these terms and conditions, "the company" or "the entrepreneur" refers to the user of these general terms and conditions, namely ExecutiveFlight.

1.2

In these terms and conditions, "client" refers to any (legal) person who has entered into or wishes to enter into an agreement with the entrepreneur, either directly or through intermediaries.

1.3

In these terms and conditions, "other party" refers to the person with whom the entrepreneur enters into or has entered into an agreement for the execution of the assignment given to the entrepreneur by the client.

Applicability

2.1

These general terms and conditions apply to all current and future training and charter flight offers by the entrepreneur, as listed on the website www.executiveflight.nl, as well as to the agreements concluded between the client and the entrepreneur and the resulting obligations.

2.2

The applicability of the client's general terms and conditions is hereby explicitly rejected.

2.3

In addition to these terms and conditions, both the provisions of the agreement between the entrepreneur and the other party as well as the terms and conditions applicable to this agreement also apply to the extent where they are not inconsistent with the present terms and conditions.

Executive Flight is powered by:

Capacity of entrepreneur and the nature of the work

3.1

The entrepreneur acts exclusively in the capacity of a flying school and/or intermediary / forwarder and in that capacity concludes one or more agreements with one or more other parties on behalf of and at the expense and risk of the client, who in turn undertake to carry out the actual work.

3.2

The entrepreneur does not take out insurance of any kind, except for a written offer made by it, which offer has been accepted in writing by the client. For more information about possible insurance, deductibles, etc. during (training) flights with partners, we refer to these partners. In the case of Flight Training, we refer to Article 16.3

Tenders and quotations and conclusion of agreements

4.1

Our tenders and quotations are free of engagement and can be changed, modified or revoked by us at any time

4.2

An agreement with us will only be concluded after we have accepted or confirmed the order in writing and the agreed amount has been paid in full. If the agreement with us has been concluded with a consumer, a reflection period of 14 days applies.

4.3

Any changes and/or further additional agreements are only binding on us if they have been confirmed by us in writing.

Prices

5.1

Our prices are calculated on the basis of the rates, levies, duties, flight fees, fuel costs, wages, prices, exchange rates and other costs as charged by the other party to the entrepreneur and/ or applicable at the time of issuing our quote. Unless otherwise agreed in writing, the entrepreneur is entitled to increase the price accordingly in the event of an increase in costs between the time of conclusion of the agreement and its execution, and regardless of the foreseeability thereof.

5.2

Additional costs, including, but not limited to, transfer & landing fees, fuel surcharges at destination airports and extra flight fees are borne by the client.

Payment

6.1

The client is obliged to pay the invoice sent by the entrepreneur in advance on or before the time stated in the agreement, in the currency, at the place and in the manner indicated there. The Client (both student and charter customer) must at all times maintain a positive credit balance with EFA in order to at least be able to carry out all activities planned before departure without creating a debit balance upon return from the flight. In case of flying courses lasting longer than 1 week, payment can be spread. In that case, the minimum amount to be paid in advance is 10% of the final amount due. Payment of costs that are not included in the (lesson) flight price, as well as other amounts must be made within 1 week after sending the relevant invoice, in the same manner and in the same currency or, at the entrepreneur's discretion, in the currency in which the entrepreneur had to pay the costs

6.2

If the client fails to fulfill his flight or lesson obligations as stated in this article or fails to fulfill these flight or lesson obligations on time, the client is automatically in default by operation of law. In that case, the cancellation conditions as stated in the flight confirmation apply, or insofar as this is not the case, the cancellation conditions applied by the other party: After positioning the device 100%. Day of training flight/departure: 100% 24 hours before departure: 80% 48 hours before departure: 60% 72 hours before departure: 40% 1 week before departure 0%.%.

6.3

In the event of non-payment (on time), all judicial and extrajudicial collection costs incurred by the entrepreneur will be borne by the client. The extrajudicial collection costs also include any costs of legal assistance. The extrajudicial collection costs amount to 15% of the amount at the entrepreneur's discretion. principal amount due, or the amount of the costs actually incurred by the entrepreneur.

6.4

The client is not permitted to offset any amount owed to the entrepreneur against the costs incurred or damage suffered by the client.

Zekerheid

7.1

The client is obliged to provide full security for every (training) flight or at the first request of the entrepreneur for what the client owes or will owe to the entrepreneur.

7.2

The entrepreneur is entitled to retain goods, funds and documents at the expense and risk of the client and/or the owner from anyone who requests their delivery.

7.3

The entrepreneur has a right of pledge and a right of retention towards anyone who requires delivery thereof on all goods, documents and funds that the entrepreneur has and/or will acquire for any reason and for whatever purpose, for all claims that it has against the client. or has or will acquire ownership.

7.4

The entrepreneur can also exercise the rights mentioned in this article for what is still owed by the client in connection with previous assignments.

Airplane and crew

8.1

As an intermediary, the entrepreneur ensures that the aircraft, fully manned and equipped, is made available to the student or client for the execution of the business, tour or training flight(s) as described in the agreement.

8.2

If the agreement concerns the transport of freight, the client must ensure sufficient stowage and mounting material, which is subject to the entrepreneur's approval as to its suitability.

8.3

Ingeval de overeenkomst ziet op vervoer van dieren of vracht dient de opdrachtgever voor zijn rekening - indien de ondernemer dit noodzakelijk acht - gedurende de overeengekomen vlucht(en) zorg te dragen voor een of meer vracht- of dieren begeleiders, welke begeleiders gemachtigd moeten zijn ten behoeve van de afzender en ontvanger te handelen.

8.4

If the agreement concerns the transport of animals or freight, the client must, at his expense - if the entrepreneur deems this necessary - arrange for one or more freight or animal supervisors during the agreed flight(s), which supervisors must be authorized to to act on behalf of the sender and recipient.

Changes in the flight schedule and flight locations

9.1

Changes and/or extensions at the request of the client to the agreed flight(s), the flight schedule or the duration of the flight(s) require the approval of the entrepreneur.

9.2

The changes and/or extensions of the agreed flight(s) mentioned in this agreement may result in changes to the charter price.

9.3

The times included in the (lesson) flight schedule are approximate and are not guaranteed. The entrepreneur is entitled to deviate from the boarding location, airport / facility for flight training. Also reduce the flight schedule and/or duration of the flight(s) as well as the maximum loading capacity and/or the maximum number of passenger places available to the client. The entrepreneur will never be liable if the other party fails to perform or is delayed in the execution of the flight(s), including delays, or if the performance of the agreement is prevented as a result of actions by third parties, labor disputes, strikes, force majeure or any other

Executive Flight is powered by:

cause whatsoever, including the destruction or breakdown of, or the occurrence of damage due to an accident to the aircraft or any part thereof, or to any equipment that must be used for the aircraft.

Permits

10.1

The entrepreneur ensures that permits from government or other authorities, necessary for the execution of the flight(s), are applied for, unless it has been expressly agreed that these will be applied for by the client. The client is obliged to act in such a way that the granting of the permits referred to here is not jeopardized and to provide such cooperation and to provide the information, data and explanations to the entrepreneur that he deems necessary for obtaining the permits referred to here. permits.

10.2

The entrepreneur ensures that permits from government or other authorities, necessary for the execution of the flight(s), are applied for, unless it has been expressly agreed that these will be applied for by the client. The client is obliged to act in such a way that the granting of the permits referred to here is not jeopardized and to provide such cooperation and to provide the information, data and explanations to the entrepreneur that he deems necessary for obtaining the permits referred to here. permits.

10.3

If, as a result of one of the causes mentioned in the first paragraph of this article, the (training) flight(s) can only be partially operated within the travel duration of the (training) flight(s), the flight price will be reduced. in accordance with the other party's terms and conditions.

10.4

Notwithstanding the provisions of paragraphs 2 and 3 of this article, it can be agreed that the aircraft will remain at the disposal of the client, in which case the client will owe the entrepreneur the monies as determined in the agreement, calculated from the start of the delay. , as well as compensation for additional costs incurred as a result of this.

Executive Flight is powered by:

10.5

If the permits referred to in paragraph 1 of this article must be applied for by the client and these permits are not forthcoming, are refused, are not granted on time or are withdrawn, as a result of which the entrepreneur will not be able to operate the flight(s) in full or partially carried out by the other party, this agreement will lapse and the client will owe the entrepreneur the full flight price and other costs incurred, without prejudice to the entrepreneur's right to claim full compensation from the client.

Costs

11.1

The business flight price as stated in the agreement includes all costs for keeping the aircraft in operation, such as the costs of operating materials, maintenance and repairs of the aircraft, landing, parking and storage fees, ground services and handling of the aircraft. , salary, daily allowance and subsistence costs of the crew unless otherwise agreed.

11.2

If between the time of conclusion of the air transport contract and the termination of the flight(s), the total costs for maintaining the aircraft in operation and/or flight training, as referred to in paragraph 1, have increased the entrepreneur has the right to pass on this increase to the client.

11.3

The (lesson) flight price does not include all other costs, including the costs of ground transport on site, departure and destination, the costs of visas, customs clearance, import and export duties, airport duties and other taxes or costs relating to the carrier, or passengers, luggage or freight to be transported, as well as the costs of loading and/or unloading and/or transloading as well as those of special persons engaged for this purpose, or of special equipment rented or purchased, the costs of storage, the costs of stowage material insofar as this must be made available by the entrepreneur, as well as all special costs - such as the costs for hotel accommodation and meals not on board the aircraft, as well as the costs of transport to and from the airports that must be made by the entrepreneur for the benefit of passengers, goods and livestock in the event of emergency landings and all other landings not provided for in this agreement.

Executive Flight is powered by:

Executive Flight®

Transfer fees and extra flying hours

12.1

The Client is obliged, as stipulated in the agreement, to pay excess amounts and/or compensation for additional flight hours if departure cannot be made at the departure times indicated in the flight schedule and/or the number of flight hours indicated in the flight schedule or deduced from it is not exceeded. exceeded due to:

A. The absence, refusal, late granting or withdrawal of permits from government or other authorities, visas or other permits and/or documents necessary for or related to the performance of the flight(s) and/or transport; then yes
B. Boarding or disembarking, not being ready in time for the boarding of passengers or loading of luggage, freight or livestock at the time indicated in the agreement or scheduling; then yes
C. Aacts or omissions of the client, his staff or the persons he uses for the flight(s), as well as passengers or senders of goods.

12.2

If, as a result of war or threat of war, orders or acts of governments - including civil and military aviation authorities - or for health or safety reasons, or as a result of any other cause, which is not at the expense of the entrepreneur or the client, deviations must be made. of the flight schedule, must spend the night or wait and/or the number of flight hours indicated in the flight schedule or deduced from it is exceeded and/or one (or more) landing(s) not provided for in the flight schedule must be made and/or for the benefit of the flight(s) to be carried out, insurance is taken out by the entrepreneur or the other party to cover war risk(s), the entrepreneur will be entitled to charge the client in addition to the agreed charter price the actual costs incurred for one (or more) in the flight schedule for unforeseen landing(s), as well as the costs of the insurance taken out against war risk(s) in addition to the surcharges and/or compensation for additional flying hours as determined in paragraph 1 of this article.

Executive Flight is powered by:

Executive Flight®

Liability of the contractor or entrepreneur engaged by him

13.1

All actions and work performed by the entrepreneur are at the expense and risk of the client.

13.2

The entrepreneur is not liable for any total or partial shortcomings of the other party in the fulfillment of the agreement that the entrepreneur has concluded with the other party.

13.3

The entrepreneur is not liable for any damage unless the client proves that the damage is the direct result of intent or gross negligence on the part of the entrepreneur himself.

13.4

The entrepreneur is also not liable for any damage as a result of bankruptcy and/or suspension of payment of the other party.

13.5

The entrepreneur can invoke all defenses from the present terms and conditions against the client if the client sues it outside the agreement due to damage suffered by the client as a result of actions or omissions of subordinates and/or assistants of the entrepreneur.

13.6

Even if the entrepreneur uses its own (co)pilots and/or flight instructors, who then fall under the operational responsibility and liability of the other party, the client will, if necessary, damage(s) to the health of transported persons, flying students or property of the client. waive any claim against or liability of the owners, staff, management or otherwise affiliated (temporary) employees of ExecutiveFlight.

Executive Flight is powered by:

Verplichtingen van de opdrachtgever

14.1

The client is obliged to ensure that: - the travellers/passengers/students are ready at the agreed location on time to board the training aircraft; - the entrepreneur and/or the other party have the required documents and information in time; - to provide the entrepreneur and/ or the other party with requested information and/or instructions in a timely manner; - rules and instructions of the authorities, airport staff and the aircraft crew are complied with and followed, both by the client and by the travelers/passengers; Travelers/passengers do not take any prohibited items or substances on board the aircraft, whether or not in their luggage, such as - but not limited to - alcoholic products, drugs and weapons.

Obligations of the contractor

14.2

The contractor must answer all questions of an administrative nature or otherwise related to education within 2 weeks. If this is not possible, the contractor will confirm receipt of the question and indicate within what reasonable period an answer can be expected.

Liability of the client

15.1

The client is liable for all damage suffered by the entrepreneur due to violation of the obligations referred to in Article 14, as well as for damage caused by the fault or negligence of the client, his subordinates and/or assistants and/or travelers/pax.

Disclaimer

16.1

The client will indemnify the entrepreneur against claims from third parties, including the other party, the client's subordinates and/or assistants, as well as passengers/travellers related to the execution of the client's assignment.

16.2

The client is at all times obliged to reimburse the entrepreneur for amounts to be collected or additionally claimed by any government in connection with the assignment given to the entrepreneur, as well as related fines imposed. The aforementioned amounts must also be reimbursed by the client to the entrepreneur if the entrepreneur is held liable by the other party in connection with the assignment given by the client.

Expiration period

17.1

Any claim against the entrepreneur shall lapse upon the mere expiry of the 9-month period, unless the client is a natural person who, at the time of concluding the agreement with the entrepreneur, is not acting in the performance of his business or profession, in which case a expiration period of 12 months applies.

17.2

The expiry period commences on the day on which the aircraft is made available to the client or should have been made available according to the flight confirmation.

Complaints and disputes

18.1

Dutch law applies to this agreement. Even if the client lives abroad.

18.2

The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure and on a strictly confidential basis.

18.3

Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days after the consumer has discovered the defects. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed answer.

The period within which an extrajudicial complaint handling must be completed by the Mediator is 3 months, unless a postponement can be granted by both parties on good grounds.

All complaints that are processed will be registered and stored on Google Drive for a period of 3 years.

18.4

For complaints that cannot be resolved by mutual agreement, the client and the entrepreneur must contact Mr. John Kostermans, MfN/ADR registered mediator based in Amsterdam (hereinafter The Mediator), who will mediate. The mediation rate applicable at the time of a dispute will be shared by the entrepreneur and the client. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his discretion, either supply the services or products delivered again, or discontinue the service and refund an amount equal to the training services not yet delivered.

18.5

If the complaints procedure and the resulting mediation do not lead to an amicable settlement between the entrepreneur and the client, all claims or disputes brought by or against the entrepreneur arising from this agreement or its implementation will be adjudicated exclusively by the competent court in 's- Hertogenbosch unless the entrepreneur chooses or allows otherwise. However, if a claim is nevertheless filed against the entrepreneur in a country where this choice of law is not legally considered binding, the disputes underlying such a claim will be settled by the mediator.

Executive Flight®

Additional additional terms and conditions relating to flight training

19.1

The duration, location and sequence of the training are planned by ExecutiveFlight. ExecutiveFlight reserves the right to deviate from this within reason as its business concept consists of selecting those counterparties that can offer the best price/quality ratio for its customers at any time.

19.2

The student will do everything possible to complete all facets of the training in the time available. The student also undertakes to contact ExecutiveFlight immediately in the event of problems and delays in the training process.

19.3

The training price as stated in the agreement includes all costs for keeping the aircraft, simulators, etc. of the other party(s) in operation, the costs of operating materials, maintenance and repairs, landing, parking and storage fees, ground services and handling of incidents. at the home port(s), salaries, daily allowances and of the crew, unless otherwise agreed. Not included in the price of the training are so-called “third party” costs over which EFA has no control:

- Housing
- Travel and accommodation costs during training flights for student, instructor or examiner
- Government costs, including license fees, medical, theory exams, etc.
- Exceeding the legally required number of theory lessons, briefings, flying hours, exams, etc
- Learning materials (books, multimedia, etc.) and pilot supplies (maps, headset, protractor, logbook, etc.)
- Landing, parking and storage fees and the additional costs of operating materials compared to those at the aircraft's home port during operations at other airports.

19.4

The student must comply with local legislation and undertakes to comply with the applicable laws there. In the event of abuse of alcohol, drugs or other psychotropic substances, the training will be stopped immediately without prior warning and without refund of training fees. The student must comply with the safety instructions and standards given on behalf of the flying school.

19.5

In the event of gross negligence on the part of the student, the student will be immediately removed from the course without refund of training fees.

19.6

Unless expressly agreed, the student must pay the costs of flight training in advance by transfer to a bank account designated by ExecutiveFlight. It is possible to complete the training in small parts according to the 'Pay as you Go' principle. Payments already made are non-refundable, unless the client can demonstrate 'Force Majeure', such as: Permanent medical unfitness for several years, serious illness or bankruptcy.

19.7

An obligation to pay cannot be suspended, even if the student believes he has any right to complain. Unless approved by ExecutiveFlight, no settlement will take place.

19.8

If payment is not made on time within the stated period, the student will be in default by operation of law, after having been reminded at least once by ExecutiveFlight to fulfill the payment obligation within a reasonable period, without further notice of default being necessary. If payment is not made on time, interest will be charged on the amount due. The interest owed is 1.25% per month, unless the statutory interest is higher, in which case the statutory interest applies. In addition, administration costs may be incurred charged with a minimum of €25 per invoice.

19.9

In addition to the mentioned interest and administration costs, all extrajudicial costs associated with collecting a claim from the student will also be recovered by ExecutiveFlight. These costs amount to at least 15% of the amount to be claimed
minimum of €100. In the event that the student fails to meet the payment obligations as referred to in Article 19.8, ExecutiveFlight has the right to terminate the agreement.
terminate the agreement and/or hold the student liable for any resulting damage.

20.1

ExecutiveFlight and student are entitled to reschedule the training agreement at any time up to at least 10 days before the start of the training flight or training. Within this period, cancellation costs of 50% apply.

20.2

If people are injured or die in a flight training situation and/or if any damage whatsoever occurs, the contractor will under no circumstances be held liable by the client. However, if damage occurs to aircraft, material or otherwise (incl. 3rd parties), the insurance of (partners of) the other party often reimburses (part of) the damage. The insurance company and/or the other party will always determine a certain deductible that must be reimbursed by the client without delay. This limited deductible may be canceled if the insurance company and/or the other party and/or the authorities are of the opinion that the damage(s) are the result of operations that are not legally permitted, operations that are not in accordance with the operations manual or other relevant documents of the other party. or the contractor have expired. Damage(s) resulting from so-called “gross neglect” are also often not eligible for compensation. In these cases, 100% of the damage(s) incurred may be borne by the client. N.B. All insurance policies exclude the life of the pilot and/or student pilot from passenger coverage. The insurance conditions may change per aircraft and/or other party. For a precise overview of coverage and liability, we expressly refer you to the insurance policies of the counterparties used.

20.3

Cancellation of a training course once started is always possible. However, partial payments already made according to the 'Pay as you go' principle are irrevocable and non-refundable.

20.4

The student or tenant obliges himself to: to adhere to the internal rules of the contractor and/or any other party used during the training. A copy of the relevant house rules is always available for inspection and will be made available in the language of origin if desired.

20.5

The student or tenant is not permitted to make any teaching materials available to anyone and/ or copy them for personal use only. If this does happen, all possible claims from rights holders / owners of the copyrighted material will be charged directly to the student / tenant, for which the only proof is the digital watermark that is applied to all Ebooks, CBTs, etc. Particularly if the material appears on a torrent site, the personal liability is without limit.

_____

Please sign this document and initial each of the pages.
Read and agree,

.....d/d .....

Executive Flight®

Executive Flight is powered by: