# TRAINING CONTRACT





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The company under the name «Egnatia Aviation Airline Company Airline Enterprises Limited Liabi	lity	
Company» and the distinctive title «Egnatia Aviation LTD», based in Amygdaleonas aerodrome, Kavo	ala,	
Greece, which is legally represented by [Greek Tax Number 999196674, GEMI Numb	ber	
20836330000] (hereinafter: " Egnatia Aviation or The Company")		
And		
The, resident of	,	
with passport / i.d (hereinafter: "The Student")		
They agree and accept the following:		

Egnatia Aviation offers commercial pilot training programs and the Student wishes to register and enroll in a commercial pilot training course as described in the Student Training Summary Sheet (Appendix A) offered by Egnatia Aviation subject to the terms and conditions set forth below in this agreement.

# 1. Object of the agreement

- 1.1. By signing hereof and its accompanying appendix the Student agrees to enroll in the training program of his choice and Egnatia Aviation agrees to provide him with the corresponding services. Both parties are bound by the terms and conditions described herein and its appendix.
- 1.2. The Student chooses the program ....., with an estimated duration of ...... while the information about the program is described in detail both here and in the appendix.
- 1.3. Shall the student require accommodation or transportation, a separate agreement will be signed and the agreement for the abovementioned requirements will not be a part of this training agreement.

# 2. Payment of the training costs

# 2.1. Deposit

2.1.1. A safety deposit of € 1,500 Euros is required before the commencement of the Training to reserve a place in the selected Program. This payment will be considered as part of the Student's registration process. By depositing the amount, the student reserves a place in the selected Training Program for a specific period of study, and Egnatia Aviation is under no obligation to make any arrangements for the Student 's training before the full completion of the registration.

## 2.1.2. The deposit consists of:

- a) an amount of  $\leq$ 1,000 Euros as a guarantee, which will be refunded upon completion of the course and the Student cannot set off the specific amount against the fees for the Training program. Only in the event of debt that has been created by the Student towards Egnatia Aviation for any legal costs, then Egnatia Aviation may deduct any amount due to Egnatia Aviation from the Student for this specific reason, before the refund of the amount of  $\leq$ 1,000, and
- b) an amount of €500 Euros as an administrative fee for the correlation of the Student's files and to cover the cost of any educational material provided prior to commencement of the training program.
- 2.1.3. The remaining amount, if any, shall be credited to the Student's account upon completion of the Training Program.



## 2.2. Training fees

- 2.2.1. The total amount of the training fees for the selected program is .......
- 2.2.2. The pricing rates of the courses offered to the student, as agreed before the commencement of the Training, are valid for the agreed period. If the student does not start or continue the training at the agreed time, different rates may apply, at the sole discretion of Egnatia Aviation.
- 2.2.3. Training fees are paid according to the payment plan as described on the Student Training Summary Sheet.
- 2.2.4. The Student is informed that interest will be applied on any balance outstanding to the current legal interest in default rate, plus 5%. This interest will be applied pro rata proportionally. Delay with no reason of any payment by the student will result in the student's suspension from the training and the student will have to justify the delay of payment. Failure of the student to provide sufficient explanation may result in expulsion from the Training Program, in accordance with Article 5 of the agreement.
- 2.2.5. Egnatia Aviation applies a price-guarantee policy for the agreed duration of the program. However, in exceptional circumstances, Egnatia Aviation reserves the right to vary its standard pricelist during the Program by giving reasonable notice to the Student. Such varied prices shall apply to all subsequent parts of the Program except where the fees have been agreed and paid in advance. Egnatia Aviation, in order to complete the training requirements, reserves the right to substitute for an aircraft of equal or higher configuration.
- 2.2.6. In case of a specific Training Package Program, in which a special pricing policy is applied, when determining the amount of training fees, the following applies: a special offer is valid upon the courses that combine theoretical and practical parts. In that occasion the total amount of training fees is not calculated on a per hour-basis. However, when the Student commences and fails to complete the training course due to his own responsibility, all the training, accommodation and materials provided will be charged at current published Pay-As-You-Go rates, plus VAT, in accordance with Article 3 of the agreement.
- 2.2.7. The student's final account calculations shall be performed upon completion of the training and any open balances will be settled by the student prior to the issuance of the Course Completion Certificate. Any amount owed by Egnatia Aviation after the final calculations of the student's account will be refunded to the student no sooner than three (3) months after the completion of the Training Program.
- 2.2.8. The Training Program's pricing, the duration and the provided services, presented in the Student Training Summary Sheet, which is sent and signed by both parties prior to the student 's training commencement, are subject to the information that has been provided to Egnatia regarding previous experience and the relevant documents/ certificates/ requirements of the Student. Training, exams and licensing fees apply to HCAA only, and there is no refund available in case the cadet prefers any other CAA for his/her license/exam issue/process.

### 2.3. Fees for Additional or Remedial Training

The Student acknowledges that fees for any additional/ remedial training beyond the training program outlined at the course's enrolment (and associated services provided) will be charged according to the current published rates. Whenever additional/ remedial training is required, the student will be notified accordingly and shall accept in writing the additional training required and proceed with the necessary payments.



# 3. Refund Policy

The Student acknowledges that in the event that the training program is canceled / terminated for any reason or if it is terminated by Egnatia Aviation, the Student agrees to comply with the following refund policy:

- 3.1. No refund is available for academic ground school or virtual courses once they start. No theory training material has to be returned by the Student.
- 3.2. Unless due to very important reasons, determined exclusively by Egnatia Aviation, postponement of the Training Commencement by the Student for more than once will result in forfeiture of the €1,500 Euros deposit and the enrolment process will have to start from the beginning.
- 3.3. Cancellation of the Training by the Student prior to course commencement, due to VISA/ EASA Class 1 medical refusal, the prepaid amount for the training fees will be fully refunded, as long as the Student submits to Egnatia Aviation the relevant Certificates of Refusal from the respective Authorities within one month from their issuance. From the refund is excluded and will be deducted a) the amount of 1,500€ Euros (guarantee & administrative fee) and b) any other expenses incurred by Egnatia Aviation, due to reasons beyond the scope of internal administration procedures, especially expenses due to the mediation of Egnatia Aviation with any Certifying Authority.
- 3.4. In the case of cancellation / termination of the selected Education Program by the Student, for any other reasons, it will result in:
- 3.4.1. Cancellation of the Training prior to commencement will result in forfeiture of the €1,500 deposit and any further amount paid.
- 3.4.2. In the event that the chosen special Program includes theory and flight hours, the amount that will be charged in case of cancellation of the courses after their commencement and before their completion is a. in case of theory courses, the entire value of the theory courses regardless of the hours completed and b. in case of flights courses, the amount corresponding to the hours completed and based on the materials aircraft used. At this point it is clarified that the commencement of the theory courses is considered to be the attendance of even one hour of theoretical or preparatory theoretical courses. Accordingly, attending even one hour of flight simulation courses is considered to be the start of flight or flight simulation courses.
- 3.4.2.1.Regarding the students who leave the theory program or a specific program including both theory and flying parts after the theory courses' commencement and before their completion, the entire amount of the theoretical courses will be charged regardless of the completed hours as well as the amount of €1,000 Euros paid as a guarantee and € 500 Euros as an administrative fee. Commencement of the course means the provision of even one hour of theoretical training included in the program chosen by the student. All the training, accommodation and materials provided will be charged according to the current published Pay-As-You-Go rates, plus VAT if applicable.
- 3.4.2.2. Regarding the students who decide to drop/terminate the flight / flight simulation program or any other program including both theoretical and flying parts after commencement, but before completion of the flying courses, then the completed flight hours will be charged based on the materials aircraft used as well as the amount of  $\in$ 1,000 Euros paid as a guarantee and  $\in$  500 Euros as an administrative fee. In the event that the Student has pre-paid an amount in installments that exceeds the amount corresponding to the completed hours, the excess amount will be refunded. Commencement of the flight courses means the provision of even one hour of flight training or flight simulation course included in the selected program. All the



training, accommodation and materials provided will be charged according to the current published Pay-As-You-Go rates, plus VAT if applicable.

- 3.5. Any amount owed by Egnatia Aviation in accordance with the Refund Policy will be refunded to the student no sooner than three (3) months from the day it was claimed or (in case of cancellation due to Visa / EASA Class 1 medical refusal from the day the required supporting documents are submitted to Egnatia Aviation.
- 3.6. Regarding VAT, it is clarified that only in the case of choosing training programs aimed at obtaining a commercial license, and in fact after obtaining that specific license, the Student is exempt from VAT, while in the case of choosing training programs aimed at obtaining a non-commercial license or in case of non-completion of any program, the amount of training is charged plus VAT as applicable.

## 4. Student's obligations

- 4.1. The Student must meet all minimum training program requirements, including pre-entry and license issue, as specified by the Hellenic Civil Aviation Authority (HCAA), the European Aviation Safety Agency (EASA), the Greek Legislation and any other competent authority applicable to the Training.
- 4.2. EASA Class I medical shall be valid at all times during training. Failure to do so will lead in flight training interruption.
- 4.3. The Student is hereby notified that, for the purposes of this clause, the training period begins on the scheduled start date and has an expected completion date (see clause 9).
- 4.4. The Student agrees to attend Egnatia Aviation for the duration of the course, whenever scheduled by the Instructors or the Egnatia Flight Operations Department. Normal operating hours are between 06:00 and 22:00 Monday to Sunday. Out of normal operating hours flight operations may be conducted on an as required basis, whenever the weather or operational considerations dictate.
- 4.5. Egnatia Aviation and the Student acknowledge and agree that training scheduling is subject to weather and operational considerations, as well as other unpredictable factors beyond Egnatia 's control (force majeure), and that therefore, Egnatia Aviation reserves the right to modify its operating schedule and flight training shifts, at its sole discretion. Egnatia will endeavor to provide prior notice to the student for changes in the training schedule.
- 4.6. Egnatia Aviation may approve student's absences during training, only in exceptional circumstances and emergencies. Such absences are subject to written approval by Egnatia Aviation. Absences from planned courses may require extra remedial hours and may result in additional charges being applied at current published rates. Any flight and/or training scheduled by Egnatia Aviation that is canceled due to a student 's absence will be charged according to the No Show policy. Continuous unauthorized absences from planned courses will result in the student's expulsion from the Training program.

# 5. Training Dismissal & Penalties

5.1. Egnatia Aviation reserves the right at its sole discretion to terminate the Student's enrollment in the event that the Student violates the terms and conditions set forth herein. Indicatively and not restrictively, the expulsion will apply if the Student fails continuously to make himself/ herself available for scheduled training, demonstrates unsatisfactory progress due to failure in applying himself/ herself, not completing study



assignments, tardiness or absence, improper or irresponsible attitude, any drug or alcohol related abuse (see Article 6.3 hereof), incapacitation or inability to maintain a medical certificate or English language barriers (see Article 4.1 hereof), inexcusable delay of any payment (see Article 2 hereof) or otherwise when Egnatia Aviation in its sole discretion considers the student's competencies, aptitude or character unsuitable for further training.

- 5.2. Failure to comply with Egnatia Aviation policies, SOPs and manuals will result in the student's expulsion.
- 5.3. In case of student's expulsion due to the above-mentioned reasons, refund policy is applicable according to Article 3 of the agreement.

# 6. Training Regulations and Expected Code of Conduct

- 6.1. The student is expected during the training to maintain a high standard of dress and appearance consistent with their proposed profession. All students must wear a pilot's uniform during training. The uniform consists of a white pilot's shirt, black trousers, black shoes and socks and a black tie. Any clothes and accessories worn over the uniform must be of blue or black color, without prints, embroidery and jewelry. Egnatia Aviation may provide pilot shirts, tie and epaulettes as described in the Student Training Summary Sheet. Any clothing or materials requested by the student and not provided by Egnatia Aviation will be charged extra at the current published rates (plus VAT where applicable).
- 6.2. The Student is expected to maintain a professional code of conduct at all times. Use of cell phones, personal computers and other electronic audiovisual equipment is not permitted in classrooms, excluding any device allowed only for training purposes. Violence of any kind against any person whilst undertaking any training at Egnatia Aviation will result in immediate expulsion from the program. It is forbidden to leave litter in the buildings, in the gardens, in the parking areas and in the surrounding areas. Parcels, cartons, bicycles, bags or rubbish should not be left in passageways, on steps or anywhere else without notice within Egnatia 's premises and the Airport.
- 6.3. Report under the influence or consumption of alcohol during any school activity or training is forbidden with 0.0% Breath/Blood Alcohol Content tolerance. Excessive use of alcohol in the school premises is considered as disrepute of the school and is resulted to immediate dismissal. Any use of drugs will result in immediate dismissal from the school. Egnatia Aviation reserves the right to perform regular drug and alcohol tests. The students are not obliged to consent, however any refusal to be tested or not showing up for the test equals to positive test result (Clause 7, Operation Manual and Drug & Alcohol Abuse Policy applies).
- 6.4. The Student is not allowed to smoke in any area other than those designated.
- 6.5. School phones or computers may not be used without prior approval. To ensure that the equipment remains 100% functional, we ask that the Student reports any problems to Egnatia Aviation reception or Egnatia Aviation staff immediately.
- 6.6. You may not remove items belonging to Egnatia Aviation without prior approval. Consider the privacy of other users of the facilities. Please do not bring food and drinks into the classrooms. Make sure any equipment and furniture is used respectfully.

### 7. Disputes arrangements

In all cases of a grievance, please try to resolve the problem with the person concerned first. In the unlikely event of any further grievance, please report it in writing to the Student Office at the Egnatia Aviation premises.



#### 8. Liabilities

- 8.1. Egnatia Aviation and the Student acknowledge and agree that there are further, risks and dangers associated with the operation of the aircraft and, that many of them cannot be avoided despite the exercise of reasonable care by the parties. To enroll in the course, the Student hereby assumes all risks, both known and unknown, associated with or related to the operation of the aircraft. The Student further releases, prospectively, Egnatia Aviation, its Directors and personnel, from any claim, demand or liability that the Student might otherwise have against Egnatia Aviation and such parties and which claim, demand or liability legally arises out of the operation of an aircraft.
- 8.2. The Student acknowledges that he/ she has read and understands that, by signing this agreement, he/ she waives any right he/ she might have against the above for personal injuries or damages that he/ she may sustain out of or in the course of the operation of aircraft.

### 9. Training Completion

- 9.1. Successful completion of the course of instruction or any part thereof requires certain skills, motivation, aptitude, diligence and capacity to accept instruction on the part of the Student, which cannot be evaluated in advance. Accordingly, Egnatia Aviation cannot and does not make any representations, promises or warranties concerning (a) the Student's ability to successfully complete the course of instruction or any part thereof within a specified period of time, (b) the course time necessary to obtain one or more specific ratings, (c) the course time necessary to obtain a given number of hours of training, and/ or (d) the course time necessary to successfully complete written tests and flight tests. Egnatia Aviation does not guarantee course completion and cannot guarantee student's completion date. The Student acknowledges that any projected completion time is based on average Student's performance according to the training program described during course enrolment.
- 9.2. The Student acknowledges that no employee, agent or other representative of Egnatia Aviation has made any representations, promises or warranties to the Student concerning the course time necessary for his/her successful completion of the course or any part thereof or to obtain a particular rating or to complete a given number of flight hours or to successfully complete written or flight tests.
- 9.3. Egnatia Aviation does not guarantee employment to the Student upon completion of the training. Every reasonable effort will be made to help the Student in attaining his/ her goals.
- 9.4. In case that the student decides to terminate his / her training prior to course completion, for any reason, he/ she is obliged to make a relevant declaration statement and personally submit it to the Student Officer.

## 10. Validity of Agreement

10.1. This agreement together with the Student Training Summary Sheet constitute the entire agreement between the Student and Egnatia Aviation. Any and all prior agreements or representations whether oral or written are hereby merged. No employee, agent or other representative of Egnatia Aviation has the authority to orally modify or waive any of the terms hereof. Any modifications or waiver of the terms of this agreement are invalid unless they are in writing and signed by both parties.



- 10.2. In the event of any conflict or inconsistency between the terms of this agreement in relation to the description of fees provided in promotional material brochures and any other document relating to the Student's enrollment with Egnatia Aviation, the terms of this agreement shall prevail.
- 10.3. Specific company policies notified to the students further define the services offered and operational procedures.
- 10.4. In the event that any term of this contract is found to be invalid or is found to be open to dispute or is deemed invalid for any other reason, the validity of the remaining terms will not be affected. The invalid term must be replaced by a valid term, the effect of which will be equivalent to that of the invalid or unenforceable provision and, on the other hand, will correspond to the maximum extent to the substance and spirit of the invalid term, as well as the original will of the contracting parties.

### 11. Legal

- 11.1. This agreement will be interpreted by and construed in accordance with the Laws of Greece without conflict of law principles that would make the same subject to the laws of any other jurisdiction.
- 11.2. Any legal action arising out of this agreement shall be issued exclusively to the Courts of the Local Jurisdiction of Kavala in Greece and the parties hereby expressly agree to submit themselves to the Jurisdiction of Greek Law.

## 12. Data processing

- 12.1. Personal Data collected under this Agreement will be used by Egnatia Aviation for the following purposes:
- (a) to deliver the services hereunder
- (b) to communicate with students
- © as for as such is necessary to deliver the services hereunder, Egnatia Aviation will use the student's Personal Data for administration reasons.
- (d) Egnatia Aviation may use Personal Data as far as necessary to safeguard its own legitimate interests. This could be for administrative and legal purposes, safety and security reasons.
- 12.2. In some cases, Egnatia Aviation may also need to process "sensitive" Personal Data for specific purposes [eg health data (such as Medical Certification)] to assess fulfilment of the Eligibility Criteria.
- 12.3. Egnatia Aviation may also disclose Personal Data to cooperating airlines for recruitment purposes.
- 12.4. Egnatia Aviation may process Personal Data for marketing purposes.
- 12.5. The Student can revoke the consent s/he provides by signing this for the above ways of collecting, processing or disclosing his personal data by sending an email to the email address of Egnatia Aviation: info@egnatia-aviation.com

## 13. Final Terms

By signature affixed here the student acknowledges that he/she is at least 17 years of age, has legal capacity and has read, understand and accept the terms and conditions of Egnatia Aviation as described above.

This has been executed in two copies, both copies have been signed by both parties and each party retains a signed copy of this agreement.





Signed in the name and on behalf of the student	Signed in the name and on behalf of Egnatia Aviation
Signature:	Signature:
Name: Position	Name: Position