

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF SERVICES

1. Abbreviations, Definitions, and Interpretations

In these terms and conditions of contract for supplies the following abbreviations shall be used:

ATO	Approved Training Organisation
EASA	European Aviation Safety Agency
UK CAA	United Kingdom Civil Aviation Authority
ICAO	International Civil Aviation Organisation
NAA	National Aviation Authority

In these terms and conditions of contract for supplies (“Conditions”) the following terms shall have the following meanings:

“ATO Base” refers to one of the Company primary operating airfields which are London Biggin Hill, Lydd, Gloucestershire, Hawarden, Avignon, Cannes Mandelieu, Paderborn. A primary operating base is not considered to be the only base at which training can be conducted.

“Company” is Oysterair Limited, registered in England and Wales, Registered Number 08711830, with Registered Office 14 Strangford Road, Whitstable, Kent, CT5 2EP, UK, which description shall include all group trading companies, and in each case their respective subsidiary, holding, or affiliate companies;

“Company Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Company including but not limited to equipment, information, schedules, documents, papers and other materials provided in whatever form;

“Contract” means the Training Agreement concluded between the Company and the Customer for the supply of the Services;

“Contract Price” means the price exclusive of any Value Added Tax, payable to the Company under the Contract for the supply of the Services;

“Customer” means the person who purchases the Services or on whose behalf the Services are purchased, this includes all persons to be trained or checked;

“Expenses” means all and any additional sums arising in respect of the provision of the Services, which relate to the Customer including without limitation all hotel accommodation, transportation and other costs and expenses not expressly included within the Contract Price;

“Intellectual Property Rights” means patents, trademarks, service marks, design marks (whether registrable or not), applications for any of those rights, copyright,

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database rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom and the European Union;

“Loss” includes damage or destruction;

“Purchase Order” means the purchase order for the Services, which specifies inter alia the Contract Price, the time and place of the provision of the Services;

“Services” means:

- (a) Training for licences, class ratings, type ratings and instructor certificates;
- (b) Ancillary services including licence skill tests, licence proficiency checks (including instrument rating renewals or revalidations) instructor assessments of competence;
- (c) Provision of safety pilots;
- (d) Technical consultancy; or
- (e) Anything ancillary thereto.

“Training Agreement” means the agreement for the provision of the Services by the Company subject to and upon these Conditions.

2. Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) Reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- (b) The headings in these Conditions are for ease of reference only and shall not affect the interpretation of construction of the Contract;
- (c) References to “person”, where the context allows, includes an individual, firm, company, corporation or an unincorporated association.

3. Terms Applicable to all Contracts

1. These Conditions shall apply to all contracts for the purchase of Services from the Company to the exclusion of all other terms and conditions which the Customer or any third party may purport to apply under any sales offer, standard terms of sale, acknowledgement of order or similar documentation, or otherwise. Any such documents shall have no effect on these terms, which shall prevail for all purposes.
2. The Purchase Order constitutes an offer to the Company for the supply of the Services in accordance with these Conditions and constitutes the entire agreement between the parties.

4. Service of Notices

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address

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as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the business address of the party; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

5. Assignment and Sub-contracting

1. The Customer shall not give, bargain, sell, deal, charge, transfer, assign, or sub-contract the Contract or any part thereof (or purport to do any of the foregoing) without the previous agreement in writing of the Company.
2. The Company shall be entitled to sub-contract the provision of the Services or any part thereof.

6. Company Property

1. All Company Property shall remain the property of the Company and shall be provided and used by the Customer solely for the purpose of use ancillary to the receipt of the Services and for no other purpose whatsoever.
2. The Customer undertakes to forthwith return any and all of the Company Property upon the Contract ending (howsoever terminated) or on any earlier request by the Company.
3. The Customer shall, except as otherwise provided for in the Contract, repair or replace or, at the sole option of the Company, pay compensation for all loss, destruction or damage occurring to any Company Property caused by the acts or omissions of the Customer, or by its employees, agents or subcontractors, whether or not arising from the performance of the Contract and wherever occurring.

7. Waiver

1. The failure or delay by either party to exercise any right or remedy under the Contract or these Conditions shall not constitute a waiver of that right or remedy.
2. No waiver shall be effective unless it is communicated to the other party in writing.
3. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

8. Severability

If any condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected.

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9. Confidentiality

1. The Customer undertakes to treat as confidential all information that may be derived from or obtained in relation to the Services in whatever form and howsoever provided, and to take all necessary precautions to ensure that the Customer, its staff, agents and sub-contractors, strictly treats all such information as confidential.
2. Except with the prior consent in writing of the Company, the Customer shall not:
 - (a) Disclose the Contract or any provision thereof to any person other than a person employed by the Customer in carrying out the Contract or any sub-contractor, supplier or other person concerned with the same. Such disclosure shall be made in confidence and shall extend so far only as may be necessary for the purposes of the Contract;
 - (b) Make use of the Contract or any information issued or furnished by or on behalf of the Company otherwise than for the purposes of the Contract;
 - (c) Handle or examine or use or remove from the Company premises any Company Property or any other document or information which relates to the Company functions or activities without the prior written consent of the Company;
 - (d) Use the Contract for the purpose of advertisement.

10. Amendments and Variations

No amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the Company and the Customer.

11. Invoices and Payment

1. Unless otherwise agreed in writing, the Customer shall pay for all Services in advance of their provision in accordance with the invoice(s) provided by the Company on the signature of the Training Agreement.
2. Payments shall be made in full in same day cleared funds in the currency and denomination as provided in the Contract in England at the place of business of the Company.
3. No deduction or withholding of any nature shall be made from all payments. Where any such deduction is mandatory under any applicable law, the Customer shall make payment of such additional sum as may be required to ensure that the Company receives such sum as is equivalent to payment in full of the Contract Price.
4. All Services purchased are non-refundable and non-transferable except with the express written consent and agreement of the Company in its absolute discretion.

12. Expenses

In addition all Expenses will be charged at the Company's published rate together with any applicable Value Added Tax.

13. Recovery of Sums Due

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Whenever under the Contract any sum of money shall be recoverable from or payable by the Customer, such sum may be deducted from any amount then due from the Company, or which at any time thereafter may become due, to the Customer under the Contract or any other agreement or arrangement with the Company.

14. Value Added Tax

1. The Customer shall pay to the Company, in addition to the Contract Price, a sum equal to any Value Added Tax chargeable on the value of the Services provided in accordance with the Contract.
2. The Company shall, if so requested by the Customer, furnish all such information as may reasonably be required by the Customer relating to the amount of Value Added Tax chargeable on the Services.

15. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract other than the payment of monies to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

16. Provision of the Services

1. All pilots and trainees may access the Company's operations manual, training manual, safety management manual and compliance monitoring manual via the Company website: <https://oysterair.grosscheck.net>
2. All pilots and trainees must read the Company's operations manual and training manual, prior to commencement of training. Pilots and trainees are requested to read the Company's safety management system manual and to report to the Company by using the Company's safety report form any areas of safety or procedure, which in their opinion could be improved.
3. All training will be conducted in accordance with the Company operations, training, and standards document current at all applicable times.
4. If training is being completed in a Customer's aircraft or third party owned aircraft, fuel, airways charges, navigation charges, landing fees and other expenses or liabilities incurred are the sole responsibility of the aircraft owner and not the Company.
5. Insurance cover in such sums and for all such risks as the Company may require shall be provided and evidence thereof satisfactory to the Company shall be provided before any flight.
6. Customer's or third party's emergency equipment must be serviceable, suitable, in date and available for inspection by the Company. Specifically the

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- oxygen system (if fitted) must be serviceable and have sufficient contents as specified in the aircraft flight manual and, if not so compliant, all training will be limited to a maximum of 10,000 feet above ground level. If any equipment is determined by the Company in its sole determination to be not suitable then suitable replacement or additional equipment must be provided at the additional cost of the Customer.
7. The Customer accepts and agrees that if in the opinion of the flying instructor extra training is required over and above the training laid down in the applicable training manual, that the trainee will undertake the same and shall pay an additional sum in respect thereof as additional Services at the Company's published daily rate.
 8. Copies of all aircraft documents and certificates will be sent to the Company for inspection and approval prior to commencement of training (digital is the Company's preferred format). An up-to-date copy of the aircraft flight manual may be required to be supplied to the Company prior to commencement of training for instructor familiarisation or course development (digital format is acceptable). The aircraft flight manual must be on board the aircraft at all times.
 9. The Company reserves the right to refuse entry onto an aircraft or any premises to any person that the flying instructor, as captain of the aircraft, deems unfit to fly.
 10. All flights are subject to weather conditions, aircraft serviceability and staff availability. As a result, flights are subject to cancellation at short notice. The Company shall not be held responsible for the costs of travel, accommodation, or any other associated costs should a flight be cancelled.
 11. Regardless of whether FAA, EASA, UK CAA or ICAO training is being conducted, it is the responsibility of the customer(s) to ensure that:
 - (a) Their flying licence(s), & medical(s), are valid and current in every respect prior to commencement of training; and
 - (b) Any physical or mental condition regardless of their current medical certificate status, which may impact on their ability to complete training is declared to the Company prior to commencement of flight training.
 12. The Company takes no responsibility as to whether the licences are valid and give the pilot legal authority to act as a pilot on the applicable aeroplane class, type, or category.
 13. Where technical consultancy services are provided the scope of work will be clearly defined and agreed in writing by both parties. Where additional work is required, or requested by the customer, which falls outside of the original scope of work then a new estimation will be provided and agreed prior to any work being undertaken.

17. Exclusion and Limitation of Company Liability

1. Nothing in these Conditions shall limit or exclude the Company's liability for:
 - (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) Fraud or fraudulent misrepresentation; or
 - (c) Any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
2. Subject to clause 17 (1.) and 18:
 - (a) The Company shall under no circumstances whatever be liable to the Customer(s), (whether arising in contract, negligence, tort, statute or

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- otherwise), for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) The Company's total liability in respect of all other losses arising under or in connection with the Contract, (whether arising in contract, negligence, tort, statute or otherwise), shall in no circumstances exceed the price of the Services.
 - (c) The Company does not accept liability for and shall not be liable for any actions or omissions of flight instructors, examiners, safety pilots or trainees and the Company hereby expressly excludes all such liability and the Customer hereby indemnifies and forever holds harmless the Company from and against all such claims in respect thereof howsoever and wheresoever arising.
 - (d) Whilst every precaution is taken for the safety of passengers the Company shall not be held liable for loss, damage or injury which does not result from its proven negligence and subject always to the provisions of clause 18.
 - (e) The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
 - (f) This clause 17 and clause 18 shall survive termination of the Contract.

18. Indemnities and Insurance

18.1. Indemnities

1. The Customer shall to the fullest extent permitted by applicable law, forever hold harmless and indemnify the Company its shareholders, directors, officers, employees or agents, from and against any claims, demands, proceedings, actions, damages, losses, charges, costs (including legal costs), expenses and any other liabilities arising from claims made by the Company its employees or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss (including, but not limited to damage to aircraft, simulator and related systems and/or controls), destruction or damage, including but not limited to financial losses which are caused, whether directly or indirectly, by the Customer's, its employee's, agent's or subcontractor's breach of contract or breach of duty (whether arising in contract, negligence, tort, statute, or otherwise).
2. The Customer shall to the fullest extent permitted by applicable law, forever hold harmless and indemnify the Company its shareholders, directors, officers, employees or agents, from and against any claims, demands, proceedings, actions, damages, losses, charges, costs (including legal costs), expenses and any other liabilities arising from claims caused, whether directly or indirectly, by the Services or by the Customer's, its employees', agents' or subcontractors' breach of contract or breach of duty (whether arising in contract, negligence, tort, statute or otherwise).
3. Nothing in these Conditions nor in any part of the Contract (or otherwise) shall impose any liability on any employee of the Company or its representatives in their personal capacity.
4. Nothing in these Conditions excuses the Company from liability for fraudulent misrepresentation or for death or personal injury resulting from its negligence, except to the extent that any indemnity satisfies the test of reasonableness imposed by statute or otherwise at law.
5. The Customer is responsible for all associated costs levied to the Company, or by third parties to the Company, to repair an aircraft and/or simulator and

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their related systems and/or controls where destruction or damage occurs under services provided by the Company to the Customer.

18.2. Insurance

1. Insurance provided by or on behalf of the Customer must cover flight training and examining by any instructor provided by the Company and any examiners and must be expressly so stated on the insurance certificate or on other evidence acceptable to the Company from the insurance company providing such cover.
2. Where an instructor, examiner, or pilot supplied by the company is acting as a safety pilot, the insurance must cover them when acting in such a role.
3. Any insurance cover required to be effected by or on behalf of the Customer under these Conditions shall be effected and maintained at the Customer's sole cost and expense, including insurance cover for third party liabilities with a reputable insurer in such sum as the Company shall from time to time require and on terms normally available for such cover and shall include the Company its shareholders, directors, officers, employees or agents as additional insured and shall include cover for the indemnities and liabilities provided by the Customer under these Conditions.
4. A copy of any policy of insurance shall be provided to the Company on request.

19. Intellectual Property Rights

All Intellectual Property Rights existing in or arising in respect of the Services and/or any Company Property shall remain the sole property of the Company.

20. Regulations and Compliance

1. If a safety pilot is carried on board an aircraft in order to satisfy insurance experience requirements, and that said safety pilot is required to be qualified as pilot in command, or required to take over control on the grounds of flight safety, then the Customer and the trainee accept that the safety pilot's decisions are final.
2. The Customer shall at all times comply with any health and safety laws, terms and conditions imposed either by the Company or third parties, including without limitation, all regulatory, legal, statutory, Civil Aviation Authority, European Aviation Safety Agency or Federal Aviation Administration, Airport or similar requirements whether mandatory or contractual.
3. Trainees are advised to wear protective hearing devices and high visibility clothing whilst airside.

21. Termination due to Insolvency or on Change of Control

1. The Customer shall notify the Company in writing immediately upon the occurrence of any of the following events or circumstances:
 - (a) Where the Customer is an individual, if a petition is presented for his/her bankruptcy, or he/she makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his/her affairs; or

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- (b) Where the Customer is not an individual but is a firm or a number of persons acting together, if any event in clause 21(1) (a) or (c) occurs in respect of any partner in the firm or any of those persons, or if a petition is presented for the Customer to be wound up as an unregistered company; or
 - (c) Where the Customer is a company, if the company passes a resolution to wind up or the court makes an administration order or the company takes steps to place itself into administration (including the filing of papers at a court of competent jurisdiction) or the court makes a winding up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, or manager is appointed by a creditor or by the court over the whole or any part of its assets or undertaking, or possession is taken of any of its property under the terms of a floating charge; or
 - (d) The Customer undergoes a change of control, where “control” has the meaning given in Section 416 of the Income and Corporation Taxes Act 1998 (as amended from time to time).
2. After receipt of a notice under clause 21 (1) or on earlier discovery by the Company of the occurrence of any of the events or circumstances described in clause 21 (1), the Company may, by notice in writing to the Customer, terminate the Contract with immediate effect without compensation to the Customer and without prejudice to any right or action or remedy which may accrue to the Company thereafter. The Company’s right to terminate the Contract under clause 21 (1) (d) will exist until the end of a period of six calendar months starting from receipt of the notice provided by the Customer pursuant to clause 21 (1), or such other period as is agreed by the parties.

22. Termination for Breach of Contract

- 1. If the Customer commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, it fails to remedy such breach within 7 days of being notified by the Company in writing to do so, the Company shall be entitled to terminate the Contract with immediate effect by notice in writing to the Customer and without prejudice to any other rights or remedies in respect of the breach concerned or any other breach of the Contract.
- 2. Termination of the Contract shall be without prejudice to any accrued rights or obligations of the Company.

23. Cancellation

The Company shall be entitled to terminate the Contract at any time by giving to the Customer not less than 14 days’ notice in writing to that effect.

24. Dispute Resolution

- 1. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- 2. If the parties cannot resolve the dispute pursuant to clause 24 (1), either party may at any time serve written notice on the other stating that a dispute exists and setting out the matters in dispute and the dispute may then, by

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- agreement between the parties, be referred to mediation pursuant to clause 24 (4).
3. The performance of the Contract shall not cease or be delayed by the reference of a dispute to mediation pursuant to clause 24 (2).
 4. If the parties agree to refer the dispute to mediation:
 - (a) In order to determine the person who shall mediate the dispute (the “Mediator”) the parties shall by agreement choose a neutral adviser or mediator within 14 days after agreeing to refer the dispute to mediation;
 - (b) The parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
 - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
 - (d) If the parties reach agreement on the resolution of the dispute within 28 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by or on behalf of both the Company and the Customer;
 - (e) Failing agreement within 28 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.
 - (f) If the parties do not agree to refer the dispute to mediation within 14 days of receipt of the notice described in clause 24 (2), or if having agreed to refer the dispute to mediation the parties fail to reach agreement as to who shall mediate the dispute pursuant to clause 24 (4)(a) within 14 days of agreeing to refer the dispute to mediation or if they fail to reach agreement in the structured negotiations within 28 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts of England and Wales.

25. Special Provisions

In the case of any conflict or inconsistency between these general Conditions and any specific conditions contained within the Contract, the latter shall prevail.

26. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, confers any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

27. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law.

28. Bribery Act 2010

The Company confirms that it has in place a policy as prescribed by the Bribery Act 2010 and shall at all times ensure compliance with its provisions.

29. Additional Training Rates

Where additional training to that stated in the Contract Price is required, the rates stated in 29.2 will be charged. An estimate of all additional costs incurred will be provided in writing and agreed to by the Customer, prior to any additional training being undertaken.

29.1. Mileage

Where additional mileage is required it will be charged at 45 pence per statute mile from the instructor's nominated home base to the location at which training will be conducted. The amount of mileage to be claimed will be agreed in writing with the trainee prior to training being undertaken.

29.2. Safety Pilot, Instructor Daily Rates & Consultancy Fees

As published on Oysterair's website: <https://www.oysterair.com/admissions>.

Consultancy fees will be quoted individually via estimate from "QuickBooks".

29.3. Expenses

Expenses associated with travel and subsistence when operating away from the ATO Main Base (or secondary base where notified) will be charged at cost against receipts. Where foreign air travel is required airfares will be charged at cost. An estimate of all expenses will be provided in writing and agreed to by the trainee prior to commencing training.

Where domestic or international travel is required business class will be booked where the journey or flight time is in excess of 5 hours. Economy class will be used for journeys/flights under a 5-hour period.

30. Course Fees

Course fees will be as per the estimate sent from the Company via "QuickBooks". RA390 Type Rating course fees will be sent from AWiation GmbH.

Note 1: National Aviation Authority Licensing are NOT INCLUDED.

Note 2: Customers completing training in their own aircraft are responsible for all aircraft consumables as defined in Section 16. Paragraph 4.

31. Payment Terms

Full payment will be required upon signing of contract. All amounts due will be invoiced in writing.

Where additional training is required the customer account must be in credit.

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31.1. Late Payment Charges

Late payment charges will apply when delivering services to another business.

Late payment interest will be charged when payment has not been received following a period of 30 days after the invoice due date. Late payment interest is charged at 8% plus the Bank of England base rate.

In addition to late payment interest, a fixed sum will be charged for the cost of recovering a late commercial payment. The following fees will be charged:

Debt of up to £999.99 - £40.00
Debt of between £1,000 to £9,999.99 - £70.00
Debt of £10,000 or more - £100.00

A new invoice will be issued detailing all late payment charges.

32. Privacy Policy & General Data Protection Regulation

32.1. Who We Are

Oysterair is committed to maintaining the trust and confidence of our visitors when they visit our website & when sharing personal data with us. We do not sell, rent, or trade any personal information with other companies. The following text explains what data we collect, how we store it, and the limited conditions under which we disclose it to others.

32.2. Types Of Data We Collect & Storage

When someone visits www.oysterair.com we use a third party service, Google Analytics, to collect standard Internet log information and details of visitor behaviour patterns. We do this to find out things such as the number of visitors to the various parts of the site. We do not make, and do not allow Google to make, any attempt to find out the identities of those visiting our website.

When data is entered into one of our online forms we use a company called "JotForm" to create the form template and store the data. We have a contract with JotForm, which agrees that they cannot share or process the data in any way.

As an EASA Approved Training Organisation we are legally required to collect certain personal information such as identification, flight crew licence, etc. before allowing a trainee to enter training. Data is stored securely via password using online storage company "Dropbox" and again, no data is shared with persons outside the Approved Training Organisation. We are legally required under EASA regulations to store a trainee's data for 3 years, after which period it is erased.

32.3. Mailing Lists

In order to ensure that nobody operates with an expired licence or rating we enter personal contact information (name, address, telephone number, email & flight crew licence expiry dates) into software, which sends an automatic revalidation reminder.

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Should you wish not to receive a reminder please email our company representative (details below).

32.4. Who We Share Data With & Why

We are legally bound under EASA regulations to share a trainee's personal information including training reports with a formal written request from a National Aviation Authority. The trainee will be informed when any such request is made.

We will not share personal data with any other person without permission.

Instructors and examiners are required to view personal information including trainee reports in line with their duties.

32.5. Access To Your Personal Information & Feedback

Feedback on our data policy and processes is always welcomed.

You are entitled to view, amend, or delete the personal information that we hold. Email your request &/or feedback to Jonathan Shooter at jonathan@oysterair.com

32.6. Changes To This Privacy Notice

As part of our on-going commitment to compliance and data protection, our policy will be reviewed annually or any time feedback is received that indicates that it should be updated.

Our policy was last updated on 12/05/2018.

33. Training for AOC holders and Part NCC Operators

Aircraft listed on an operator's AOC may remain on that AOC if it is operated by Oysterair for the purpose of flight training provided that the aircraft is used for a continuous period not exceeding 30 days.

Where initial and recurrent training required under Part ORO is conducted for an AOC holder or Part NCC operator, operational control for the aircraft will remain under the oversight of the AOC holder/Part NCC declared operator.

Where flight training is conducted for the grant or renewal of a class or type rating the aircraft will be operated under the ATO approval. The AOC or Part NCC operator's operational procedures will be followed with the exception where Oysterair has a more limiting procedure. Both operational control and operator status will remain with the entity that has made the declaration to, or holds an approval from, the competent authority.

The continuing airworthiness of the aircraft used for training shall be managed by the organisation responsible for the continuing airworthiness of the aircraft included in the AOC or Part NCC declared operator. Oysterair agrees to and will ensure that:

- (a) Every flight is recorded in the aircraft technical log system;

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- (b) That no changes to the aircraft systems or configuration are made;
- (c) That any defect or technical malfunction occurring while the aircraft is under its is reported to the AOC or Part NCC operator; and
- (d) That the AOC holder/Part NCC operator receives a copy of any occurrence report related to the flights performed with the aircraft, completed in accordance with Regulation (UK/EU) No 376/2014 and Commission Implementing Regulation (UK/EU) 2015/1018.

Location, aircraft allocation timing and dates will be agreed via email between the CFI and customer. Both parties will retain a copy of this contract on file for a periods of 5 years post training completion. The contract will be stored securely and in accordance with both operators recording systems.

Further details pertaining to the use of aircraft listed on an AOC are detailed in the ATO Operations Manual.

Where training/checking cannot be completed due to late change of aircraft availability, such as where the aircraft is needed by the AOC operator for commercial reasons, then additional daily training fees will be charged as stated in 29.2.

34. Agreement & Acceptance

FOR THE COMPANY



SIGNED:

NAME: JONATHAN SHOOTER

POSITION: DIRECTOR

CUSTOMER

DATED:

SIGNED:

NAME: