

Airline Training Services Agreement

Acron Aviation CTS Bangkok Training Centre
Airline Training Services Agreement B2B

Standard terms and conditions for Acron Aviation Training Services Agreement (“Agreement”)

By agreeing to purchase these Services the Buyer agrees and confirms its acceptance of these terms and conditions and this Agreement shall govern the terms of said purchase to the exclusion of any other terms and conditions, standard or otherwise, upon which the Buyer accepts or purports to accept the quotation including any terms and conditions contained on the Buyer’s Purchase Order.

It is hereby agreed as follows:-

1. Interpretation

- 1.1 In this Agreement, words importing the singular only shall also include the plural and vice versa and, where the context requires, words importing persons shall include firms and corporations.
- 1.2 The use of the term Acron Aviation shall be interpreted to include all employees and/or contracted personnel (including sub-contractors) of Acron Aviation.
- 1.3 The Buyer represents and warrants to Acron Aviation it has the full power and authority to enter into and perform its obligations under this Agreement.
- 1.4 “Offer Letter” shall mean the Acron Aviation Airline Training Services Offer Letter, fully signed by both Parties, outlining the Services and pricing.
- 1.5 “Services” shall mean the training course, wet training or dry training services as further detailed in Clause 2 hereof, and as set out in each individual Offer Letter.

2. Service

- 2.1 In consideration of the price Acron Aviation shall provide the Services to the Buyer for the benefit of the individuals nominated by the Buyer (“the Buyer’s Representatives”).

- 2.2 The Buyer shall provide the details of the Buyer’s Representatives as requested by Acron Aviation in writing no later than fourteen (14) days prior to the delivery of the Services.
- 2.3 The Buyer shall be responsible for ensuring that the Buyer’s Representatives receiving the Services are suitably qualified and meet the applicable service pre-requisites.
- 2.4 Acron Aviation warrants that it shall discharge its obligations hereunder with all due skill, care and diligence in accordance with good industry practice and (without limiting the generality of this condition) with its own established internal procedures.
- 2.5 Where applicable, Acron Aviation shall ensure that any training instructors, content or materials provided by Acron Aviation as part of the offered Services are compliant with any regulatory approvals that may be required for the Services to be delivered, including but not limited to CAA, EASA or FAA approvals.
- 2.6 For Wet Training - For the avoidance of doubt Acron Aviation makes no guarantee that on completion of the Services the Buyer’s Representative will have achieved the standard of proficiency required for such approved courses.
- 2.7 In the event that the Buyer fails to achieve the required standard of proficiency Acron Aviation shall recommend what, if any, additional training should be undertaken to achieve the required standard of proficiency. This may include a chargeable reasonable extension to the booked Services on the day in order for the trainee(s) to meet the necessary standards.
- 2.8 The Services pricing does not include accommodation or transportation, unless specifically included in the Services Offer Letter.

3. Reservation and Booking

- 3.1 Acron Aviation shall reserve the Buyer's Services allocation for forty-eight (48) hours after which time Acron Aviation reserves the right to resell or reallocate the allocated resources to another customer.
- 3.2 The Buyer's booking shall be deemed a "Confirmed Booking" on receipt of written confirmation by email to our dedicated Account Manager or Customer Business Team on BTC.scheduling@acronaviation.com and Acron Aviation shall be entitled to invoice the Buyer for the Services in full at such time.
- 3.3 Where possible Acron Aviation shall make every commercially reasonable effort to accommodate the Buyer's requests as to the time of day the Services are booked. However, Acron Aviation makes no guarantee that all of the Buyer's bookings will take place during peak daytime hours.
- 3.4 In the event that the Buyer wishes to cancel a Confirmed Booking in part or fully Acron Aviation reserves the right to charge a cancellation fee, up to the full price of the Services being cancelled, in respect of such Confirmed Booking, as follows:
 - 3.4.1 Acron Aviation shall be entitled to recover 100% of the Price of the Services for cancellations received between 0 and 30 days ahead of the date specified in the Confirmed Booking.
 - 3.4.2 Additionally, Acron Aviation shall be entitled to recover 50% of the Price of the Services for cancellations received 31 to 60 days ahead of the date specified in the Confirmed Booking.
 - 3.4.3 For the avoidance of doubt cancellations received more than 60 days ahead of the date specified in the Confirmed Booking shall not incur a charge, but such cancellations are subject to Acron Aviation's Fair Use Policy per Clause 4.

4. FAIR USE POLICY

- 4.1 Where Acron Aviation offer the ability to cancel provisional or Confirmed Bookings, it is done to address exceptional events that may arise, and which may affect the Buyer's ability to make use of the Services booked. If Acron Aviation, acting reasonably, deems the Buyer's usage of this flexibility to be excessive and unfair such that it affects overall service provision and/or access to the service by other customers.
- 4.2 Acron Aviation may notify the Buyer in writing of the perceived breach and the Buyer shall respond in writing within seven (7) days of the notification of the breach.

- 4.3 In the event that Acron Aviation considers the Buyer has breached the terms of the Fair Use Policy, Acron Aviation reserves the right to review this clause 4 and the provision of the Services in accordance with 4.5.
- 4.4 In the event that the Buyer is unable to remedy the breach of the Fair Use Policy to the satisfaction of the Acron Aviation then the Parties agree to in good faith negotiate an amendment to the Agreement to reflect the revised terms under which the Services may be provided.
- 4.5 Acron Aviation shall make every commercially reasonable effort to adhere to the quoted timetables, plans and schedules of the Services.
- 4.6 Acron Aviation shall have the right at any time and at its sole discretion, to update or change this Fair Use Policy.

5. Price and Payment

- 5.1 Invoices shall be due for payment within thirty (30) days of the date of invoice but no later than the day prior to commencement of delivery of the Services.
- 5.2 In the event that Buyer fails to make payment in full prior to the commencement of delivery of the Services then Acron Aviation reserves the right:
 - 5.2.1 to suspend or cancel access to the Training Centre;
 - 5.2.2 withhold course completion materials; and/or
 - 5.2.3 charge interest on any unpaid amount at a rate of 5% per annum above Barclays Bank base rate until payment is received in full.
- 5.3 In the event that the Buyer's Representative fails to attend a Confirmed Booking in whole or in part for any reason whatsoever the full value of the Services shall remain payable.
- 5.4 All Thailand taxes and duties except VAT which is currently 7%
- 5.5 The price for Services shall be valid for the period specified in the "Offer Letter" only.

6. Alterations to Services

- 6.1 Acron Aviation shall, make every effort to deliver the Services as quoted. In the event that Acron Aviation is required to alter or amend the Services for operational or other reasons, then Acron Aviation, shall make every effort to take into consideration any specific requirements of the Buyer, which were notified to Acron Aviation at the time of booking, when amending a Confirmed Booking.

6.2 Any additional services required howsoever arising and including but not limited to failure by the Buyer's Representative to attend (including due to illness) or a requirement for additional remedial training or additional requirements due to regulatory changes, shall be chargeable to the Buyer and payment shall be made prior to commencement of the additional services.

7. Approvals & Consents

7.1 The Buyer shall be responsible for obtaining any Regulatory Authority approval (or any other such approvals or consent(s)) necessary for the Buyer's Representative to make use of the Services and Acron Aviation makes no representation or warranties that any such approval can or will be obtained.

7.2 Acron Aviation will (but is not obliged to) provide every reasonable assistance in obtaining such approval if so, required by the Buyer and the Buyer shall reimburse any fees and expenses incurred by Acron Aviation in providing such assistance.

7.3 Any regulatory, certification or similar fees and charges relating to the Services which are assessed or imposed by any applicable Regulatory Authority shall be the sole responsibility of Buyer (where the Services are bespoke or singularly applicable to the Buyer).

8. Training Materials

8.1 For Wet Training Services

8.1.1 Acron Aviation shall provide the following training materials: paper manuals and IT necessary to deliver the training syllabi.

8.1.2 One (1) month prior to Wet Training Services the Buyer shall be responsible for supplying Acron Aviation with:

8.1.2.1 All Airline Airbus and/or Boeing relevant manuals, including Flight Crew Operating Manuals (FCOMs), Flight Crew Training Manual (FCTM), Minimum Equipment List (MEL), checklists and hard copies (if not electronic) Quick Reference Handbook (QRH).

8.1.2.2 Relevant Performance tool i.e., iPad with Boeing Performance tool or Flysmart (Airbus)

8.1.2.3 Standard Operating Normal Checklist, Standard Operating Procedures (SOPs) guidance, Ops Manual, part B. (OMB)

8.2 For Dry Training Services, the Buyer shall provide the following training materials: paper manuals and IT necessary to deliver the training syllabi.

8.3 In providing training materials for use by instructors and/or trainees involved in the Services the Party providing the training materials warrants that it is the owner of such materials including all necessary rights to use the materials for the purposes of training.

8.4 For the avoidance of doubt such training materials shall be supplied for training purposes only and shall not be used or applied for operational purposes and shall be used by the Buyer in accordance with clause 12.

9. Access to Training Centre

9.1 Acron Aviation shall ensure that the Buyer's Representatives are allowed access to the applicable training centre as required for the purposes of attending and delivering the Confirmed Booking.

9.2 Where Services are to be delivered at the Buyer's site the Buyer shall ensure that Acron Aviation instructors are provided with access to the site including access to canteen, toilet and training room facilities as required.

9.3 Where Acron Aviation out-sources the services to a third party site or service provider, Acron Aviation will advise the buyer of any applicable site or provider access requirements. The buyer will be expected to comply with all such requirements. Failure to do may result in the services being withdrawn.

9.4 Both Parties shall ensure that their representative(s) are capable of understanding any written or verbal notice(s) and/or instruction(s) given by onsite staff in the English language.

9.5 Each Party shall be responsible for ensuring that in addition to complying with the terms and conditions contained herein its representative(s) comply with all applicable laws, rules, regulations, company practices, directives and security procedures and codes of conduct, including health and safety guidelines and access procedures applicable to the relevant site.

10. Defects in Equipment

- 10.1** The Buyer shall promptly report in writing to Acron Aviation any defects or deficiencies in the equipment used to deliver the Services. In the event that said defect or deficiency materially impacts training during the Confirmed Booking then:
- 10.1.1** for Dry Training, the Buyer's Representative may at its discretion either continue with the Confirmed Booking or suspend the training; or
- 10.1.2** for Wet Training, the Buyer's Representative and Acron Aviation may mutually agree to continue with the Confirmed Booking or suspend the training.
- 10.2** If the Confirmed Booking continues, then the session shall be deemed to have been successfully completed and remain payable in full.
- 10.3** Notwithstanding clause 9.1, if the Buyer's Representative continues with the Confirmed Booking and a training objective is compromised by the defect or deficiency the Buyer's Representative, with the agreement of Acron Aviation, may extend the current or a future Confirmed Booking by a reasonable period to complete the training objective.
- 10.4** In the event that the Confirmed Booking is suspended, Acron Aviation shall make additional time available on the training device within five (5) days of the Confirmed Booking to complete the suspended training. For the avoidance of doubt the Buyer shall not be charged any additional amount over and above the price in respect of such additional time provided to the extent that the additional time is provided solely as a consequence of a suspension.
- 10.5** Acron Aviation's sole liability in respect of defects and deficiencies shall be limited to the provisions stated in this clause 10.

11. Force Majeure

- 11.1** No Party hereto shall be deemed in default if its performance or obligations hereunder (other than any obligation to make a payments due and payable) are delayed or become impossible or impractical by reason of any act of God, war, fire, earthquake, labour dispute, accident, civil commotion, epidemic, pandemic, network failure, supply shortages, denial of service, attack, act of government or government agency or officers, or any other cause beyond such Party's control (a "Force Majeure").

- 11.2** For the avoidance of doubt, any restrictions on the delivery of Training, as a result of COVID-19 shall be considered a Force Majeure Event.

12. Data Protection

- 12.1** The Parties agree that they shall be joint Controllers in respect of the Disclosed Data
- 12.2** Each Party shall ensure it complies with the Data Laws and warrants to the other Party that:
- 12.2.1** it shall process Disclosed Data strictly in accordance with the Data Laws.
- 12.2.2** it shall maintain written records of all categories of processing activities carried by it as joint Controller.
- 12.2.3** it shall make available to the other party of any Data Breach involving Disclosed Data and provide the other party with full details of the Data Breach.

13. Intellectual Property Rights

- 13.1** All rights and interest in the Owned Assets are the exclusive property and shall remain the exclusive property of Acron Aviation.
- 13.2** Buyer shall not:
- 13.2.1** copy, modify, export, nor create derivative works based on the Owned Assets; or
- 13.2.2** use the Owned Assets, to develop or enable the development of any Services, and/or of any part, of the Service; or
- 13.2.3** disclose any Confidential Information regarding the Owned Assets or any part thereof to any other persons or companies without Acron Aviation's prior written approval.
- 13.2.4** The Buyer shall be able at all times to account for all copies of the Documentation which are required to be made for the purposes of delivery of the Services and shall ensure that each copy includes any proprietary notices contained in the original version.

14. Sub-Contracting

- 14.1** Without affecting the liabilities of Acron Aviation under this Agreement, Acron Aviation shall have the right from time to time to entrust to third parties the carrying out of any portions the Services which it is authorised or obliged to carry out hereunder.

15. Export Control

15.1 The Customer shall fully comply with all applicable export/re-export regulations (including, but not limited to, any US or UK Government export control requirements) applicable to the Services or data being provided as part of the Services, and shall hold harmless and indemnify Acron Aviation against any claim, liability, losses, costs, damages and expenses (including without limitation attorney's fee) of whatsoever nature or kind or amount, based upon or resulting from any action or claim raised by any third party (including without limitations any entity, whether incorporated or not, state agency, governmental authority) due to a failure by the Customer, or any of their agents, assignees and/or transferees and/or sub-licensees to comply with any and all export/re-export regulations.

16. Insurance

16.1 Each Party shall at its own expense maintain in full force and effect with a reputable insurance provider insurance cover for its personnel, agents, contractors and subcontractors including but not limited to general liability insurance, employer's liability worker's compensation, personal accident /or sickness cover.

16.2 Upon request either Party shall provide evidence of such insurances to the other Party.

17. Liability & Indemnity

17.1 The Buyer will use the Services prudently and shall indemnify and hold Acron Aviation harmless from any losses, damages, costs, expenses and /or fees incurred as a result of the Buyer Representative's use of the Services.

17.2 The Buyer shall indemnify and hold harmless Acron Aviation from and against all liabilities, claims, demands, suits, judgements, damages and losses including expenses, costs and legal fees in connection therewith or incidental thereto arising out of or in connection with:

17.2.1 the death or injury to any person whosoever including but not limited to the Buyer's Representative as a result of the Services; and

17.2.2 loss of or damage or destruction of any property including the training device, except and to the extent that such liability arises as a sole consequence of Acron Aviation ' wilful misconduct or gross negligence.

17.3 Each Party shall defend or settle, at its own expense, any action or suit against the other Party for which it has indemnification obligations hereunder.

17.4 Each Party shall promptly notify the other Party of any claim for which the other Party is responsible and shall cooperate with the other in every reasonable way to facilitate the defence of such Claim.

17.5 In no event shall Acron Aviation be liable for indirect, special, consequential, multiple or punitive damages or any damage deemed to be of an indirect or consequential nature arising out of or related to its performance under this Agreement, whether based upon breach of contract, warranty, indemnity, negligence and whether grounded in tort, contract or civil law or other theories of liability, including strict liability.

17.6 Acron Aviation' liability shall in no circumstances exceed the total price paid by the Buyer for the Services.

17.7 Clauses 17.5/17.6 shall not apply to loss or damage arising out of or in connection with death or personal injury, fraud or fraudulent misrepresentation, or loss or damage for which liability cannot be limited or excluded by law.

17.8 In the event that this limitation of liability conflicts with any other provisions of this Agreement, said provision shall be regarded as amended to whatever extent required to make such provisions consistent with this provision.

18. Termination

18.1 This Agreement may be terminated by Acron Aviation without incurring any liability to the Buyer in the event that the Buyer fails to pay any monies due in accordance with clause 5;

18.2 Either Party may terminate this Agreement without any liability to the defaulting Party in the event of:

18.2.1 a material breach by the other Party of this Agreement which the other Party has failed to rectify within fourteen (14) days of receipt of notice of such breach;

18.2.2 the insolvency, or such other similar occurrence, of the other Party;

18.3 Acron Aviation reserves the right to terminate delivery of the Services to any recipient who fails to make satisfactory progress or who, in the opinion of Acron Aviation, is guilty of misconduct while undergoing training.

- 18.4** In the event of termination of Services in accordance with clause 18.3 the price for the Confirmed Booking shall remain payable in full.
- 18.5** Any termination of this Agreement shall be without prejudice to any claims which either Party may have against the other at the time of termination.
- 18.6** Following termination the Buyer shall ensure that the Buyer's Representative(s) cease use of all Acron Aviation associated services including accommodation and transportation.

19. Confidentiality

- 19.1** The Buyer acknowledges that all information ("Confidential Information") belonging to Acron Aviation shall be treated as confidential and shall safeguard it accordingly and not disclose any Confidential Information belonging to Acron Aviation, including but not limited to this Agreement and any specifications, plans, drawings, technical documents and software, to any other person without the prior written consent of Acron Aviation, except as may be necessary for the performance of this Agreement.

20. Severability

- 20.1** If any invalid, unenforceable or illegal provision of this Agreement, as adjudged by a court or competent authority, would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. Anti-Bribery and Corruption

- 21.1** In entering this Agreement, each Party warrants that it has not done, and in performing its obligations under this Agreement, it shall not do, any act or thing that contravenes the Bribery Act 2010 (UK), Foreign Corrupt Practices Act (US) or any other applicable anti-bribery or anti-money laundering laws and/or regulations.

22. Disputes

- 22.1** In the event of any dispute arising between Acron Aviation and the Buyer, the Parties shall first use reasonable endeavours to resolve such dispute amicably in the ordinary course of business. Any Party may give the other Party written notice to a level of management higher than the person with direct responsibility for this Agreement of any dispute not resolved in the ordinary course of business.

23. Governing Law

- 23.1** This Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 23.2** Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

24. Waiver

- 24.1** The waiver by either Party of any breach of any term of the Agreement will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

25. Sole Remedy

- 25.1** The Parties agree that the rights and remedies arising by virtue of the operation of this Agreement are the sole and exclusive rights and remedies between the Parties in relation to any of the matters arising under this Agreement or otherwise and no Party shall be entitled to claim any right or remedy against the other which does not arise by virtue of the operation of this Agreement.

26. No Agency

- 26.1** The relationship of the Parties hereunder is one of buyer and seller of the Services.
- 26.2** No relationship of agency, joint venture or partnership shall exist or shall be deemed to exist between the Parties and, it is expressly understood that the Buyer shall not have the authority to bind Acron Aviation in any way, nor shall the Buyer purport or attempt to bind Acron Aviation in any way.

27. Marketing

- 27.1** The Buyer hereby agrees that during the Agreement Acron Aviation may make reference to the Buyer and to the existence of this Agreement in marketing or promotional materials.

28. Enforceability

- 28.1** If any part of this Agreement is invalid, illegal or incapable of being enforced, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

29. Assignment

29.1 A Party shall not assign to any third Party any or all of its rights and obligations under this Agreement, without prior written consent of the other Party which consent shall not be unreasonably withheld, except and to the extent that Acron Aviation reserves the right to refuse consent to any assignment to a direct competitor.

30. Third Party Rights

30.1 A person who is not a Party to the Agreement may not enforce any of its terms.

31. Waiver

31.1 No waiver by either Party of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

32. Counterparts

32.1 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

33. Headings

33.1 The headings or captions of the Sections of this Agreement are for convenience and reference only, and are not intended in any way to modify, enlarge or limit the provisions hereof; nor shall such headings or captions be used to interpret or construe the intent of the Parties with respect to the provisions of this Agreement.

34. Notices

34.1 Any notice or communication given under this Agreement shall be given in writing and shall be regarded as properly served when the sender delivers notice by hand, forty-eight (48) hours after dispatch by registered post forty-eight (48) Hours or on receipt of an email delivery notification receipt

35. Variations

35.1 No variation to this Agreement shall be binding unless agreed in writing between the Parties.

35.2 Notwithstanding clause 35.1, Acron Aviation reserves the right to update this Agreement in line with operational requirements and updates hereto shall be available at <https://acronaviation.com/terms-and-conditions/>

36. Survival

36.1 Notwithstanding any expiry or termination of this Agreement, except in the case of termination due to Buyer default, the following clauses shall remain in force: 5, 11, 17, 20, 23, and 30.

37. Agreement

37.1 This Agreement supersedes any previous agreement or arrangement between the Parties in respect of the Services and shall constitute the entire understanding between the Parties relating to the Services.