

<b>TERMS AND CONDITIONS OF THE INTEGRATED TRAINING CONTRACT FOR PROFESSIONAL AIRLINE PILOTS</b>
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**GATHERED**

On one side Ms. Irene Blanco Toldos with National Identity Number: xxxxx, of legal age, on behalf of the Escuela de Enseñanza Aeronáutica CANAVIA Líneas Aéreas S.L.U., with address at Calle Mister Blisse, 1 1º Telde C.P. 35230, province of Las Palmas and Tax Identification Code B-76038298, in her capacity as legal representative and proxy,

And on the other side, Mr. SSSSSSS with passport number sssssss acting in his own name and representation (hereinafter the student) with Passport number ssssssssss of ssssssss nationality, with address in ssssssssss (C.P. ssssssss), in the street sssssssssssssssssss and with email address sssssssssssssss@sssssss. The student expressly accepts the emails received in the email address designated in this contract as a reliable means of notifications, which will be understood as received unless proven otherwise. In the event of a change of address for the purpose of notifications, the student is obliged to notify the school, being the student solely responsible for the damage caused by the lack of notification of such change.

The student has been informed that by contracting the course in Spain and carrying out the training in that territory, he/she is subject to Spanish regulations and jurisdiction. The contract and its contents are in Spanish, although he/she acknowledges to have been provided with the clauses translated into English, and to have been informed that before signing the contract, he/she may ask any questions he/she may have regarding its contents. The student signs knowing and understanding each and every one of the clauses contained in the contract.

Since the parties have the necessary legal capacity to execute this teaching contract, and to sign the document that contains it, they do so according to the following stipulations and conditions:

**STIPULATIONS**

I.- That CANAVIA is dedicated to the teaching of aircraft pilot's licences, advanced training courses and flight hour rental, providing its theoretical and flight lessons at the Gran Canaria aerodrome, as well as at other duly equipped facilities that may be available. The school has been legally constituted since 3 December 2009 and is qualified to provide the services covered by this contract by virtue of authorisation no. E-ATO-172 of the Spanish Aviation Safety Agency (AESA), dated 9 May 2013. Among others, it offers courses for the teaching of PRIVATE AIRCRAFT PILOT, integrated courses for AIRCRAFT TRANSPORT PILOT, and INSTRUMENTAL, NIGHT and MULTI-Engine flight ratings, consisting of the preparation for passing the theoretical exams issued by the Aeronautical Authorities of EASA and subsequent practical exams by Authorised examiners.

That CANAVIA school has an open call for an INTEGRATED ATPL (A) COURSE in accordance with European FCL regulations and recognised by the State Aviation Safety Agency with the aim of providing the necessary training for the student to obtain the CPL (A) commercial aeroplane pilot licence with the IR(A) instrument flight ratings, MEP (land) Multi-Engine rating, SEP (land) Single-Engine rating, Restricted International Radio Operator Certificate, UPRT Certificate and MCC (Multi Crew Cooperation) Certificate, Mr xxxxxx wishes to contract the integrated ATPL training for his son Mr xxxxxx. The signatory and the student acknowledge that they are aware of the necessary requirements to be met by the student in order to receive the training and participate in the tests required by the aviation authority for the purpose of obtaining the licence, including the required level of English, and declare that they are interested in receiving such training services for themselves, subject to the following conditions:

**SPECIFIC CONDITIONS****FIRST.- PURPOSE OF THE CONTRACT, SCHEDULING AND TIMETABLES**

Canavia undertakes to provide the student with the integrated ATPL (A) course in accordance with European FCL regulations in the manner and under the conditions set out in this contract. The training centre undertakes to provide the student with its teaching services and theoretical classes during the schedule that is specified based on the programme that is established at any given time. The schedule of the practical classes will vary according to the established programme. The school will inform the student of the theoretical and practical classes with due notice through the officially approved management system, to which the student will be allowed access for the duration of the training. The student acknowledges the possibility that the training programme schedule may be altered due to different factors such as weather conditions, safety reasons, detection of physical or psychological impairment of the student, technical problems in the aircraft due to mandatory checks or unexpected failures, or even delays by the student in the assimilation of the skills required for the course.

**SECOND.- DURATION OF THE COURSE**

The training is intended to be carried out within a period of fifteen months, so the school must schedule the completion of the course within this period, provided that the trainee does not have to repeat the theoretical tests and/or the practical missions. The student must complete the course within this period and must provide full availability for this purpose.

Any extension of the duration of the course for reasons attributable to the student will imply an increase in the teaching load necessary for the correct progress of the training.

The course will start on **xx xxxxxxx 20xx** and consists of the following training structure:

**Theoretical instruction:** which includes all the theoretical training required by the aviation authority to qualify for the tests necessary to obtain the Airline Transport Pilot Licence (ATPL frozen) in accordance with FCL regulations. The number of theoretical hours taught by the school shall in no case be less than that required by the authority.

**Practical Flight Instruction:** which includes all the hours of practical instruction required by the FCL standard for obtaining the CPL(A) Commercial Pilot Licence, including the following ratings: Instrument Flight Rating IR(A), Multi-Engine Land MEP(land), Single-Engine Land SEP(land), Restricted International Radio Operator Certificate, Advanced UPRT course and the ICAO English language proficiency certificate. This phase includes practical training in a simulator with a flight instructor in which the practical knowledge necessary to perform practical flight manoeuvres is taught.

**Theoretical and practical instruction of the MCC course:** in which the knowledge necessary to obtain the MCC certificate is taught. This course may be provided by the school through another training centre that is duly authorised to do so.

The course syllabus and programme shall be developed in accordance with the attached Annexes I and II. These annexes will specify the ATPL contracted, which will depend on the training situation from which each student starts, or the training modality he/she chooses.

The student will be presented without delay to the official exams by the School once the training in Gran Canaria or Madrid has been satisfactorily passed. The student is informed that he/she only has 6 exam sittings to pass the total number of theoretical exams, can repeat each exam up to 4 times and that the current regulations also require binding deadlines for the integration of the programme. CANAVIA undertakes its obligation to provide the training, but cannot be held responsible for any consequences arising as a result of exceeding the deadlines or the exam dates.

### THIRD.- OBLIGATIONS

The student undertakes to comply with the present contract, which entails taking responsibility for the theoretical and practical preparation necessary to assimilate the teaching that will be imparted to him/her. The student must comply with the theoretical and flight training programmed by the School, given that the training in this integrated course is on-site and continuous, offering complete availability during the course described in this contract. The School is not responsible for the training consequences derived from the student's lack of attendance to the practical and theoretical classes that have been programmed, as well as non-compliance with the programme or poor performance in the acquisition of the necessary knowledge and skills. Therefore, the cost of any **additional lessons** required to reach the necessary competence and comply with the regulations must be paid by the student according to the rates in force at the time they are to be given. Likewise, the student undertakes to complete on time and receive the contracted training in accordance with the specific and general conditions signed in this contract.

It is further expressly stated that the hours of theoretical and practical training established in the programme are the **minimum required** by the regulations in force. In the event that the Head of Training considers it necessary based on the student's performance and progression, they may be extended at the student's expense.

In the case of scheduled flights, these may be cancelled by the student only for justified reasons, with at least **24 hours' notice**. In the event of cancellation without the aforementioned notice, the student will be charged 50% of the price, **according to the rates**, of the contracted theoretical or flight time in order to compensate the school for the damage caused by the cancellation of a fixed schedule. The same compensation will be charged to the student in the event that he/she is more than 15 minutes late for a theory class or flight, as the latter will be cancelled in order to avoid delays in the rest of the schedule. The unjustified absence from the schedule of an activity for which CANAVIA has provided the student with human and material resources, or cancellation by the student of the training, will exempt the school from any obligation to reschedule within a given period of time. The student is informed and accepts that CANAVIA may deduct the amounts reflected in this stipulation from the deposits or down payments made by the student on behalf of the course.

Notwithstanding the above, the student undertakes to comply with his or her schedule and attendance in a serious and responsible manner, and therefore an excess of cancellations, whether justified or not, with or without prior notice, will entitle CANAVIA to consider the suspension of his or her scheduling for a determined period of time or the expulsion of the student from the course. An excess of cancellations is understood to mean two or more simultaneous or intermittent cancellations within the same calendar month, or five simultaneous or intermittent cancellations within a period of six months.

For the purpose of complying with the programme, the student will provide an email address as a means of communication in order to be summoned to the theoretical classes, tutoring lessons, exams and flights, and undertakes to reply as proof of receipt of the same. Furthermore, he/she will designate his/her own telephone number and the telephone number of a relative for his/her location, authorising the school, by signing this contract, to contact these numbers in order to be reached in the event of absence or non-attendance at meetings, flights or scheduled lessons. The student must immediately notify any change in the email and telephone numbers and check them at least daily. Upon signing this contract, CANAVIA uses a platform called FLIGHTLOGGER which details the scheduled activity and which the student is obliged to check in order to verify that no changes occur due to aeronautical operations for the aforementioned reasons.

In the event that the student fails two final internal theoretical exams consecutively or the Authority exam and the subsequent repetition of the internal exam, the student must receive additional lessons from the School in order to review the theoretical

content. These lessons will have a minimum teaching load of 10% of the subject (to be established by the CTKI or the HT) and will be invoiced in addition to the price established in the current rates. At the time of signing the contract, the rate is €xx per hour.

Likewise, any additional lessons to those scheduled/contracted that the student may require or request will be invoiced at the same rate.

#### **FOURTH.- EQUIPMENT AND PRICING**

The training referred to in this contract requires, in addition to the lessons, the teaching material that is part of the services that make up the course and that are delivered to the student at the beginning of the lessons, the cost of which is included in the overall price of the course.

The student needs to be enrolled in a training management platform (currently FLIGHTLOGGER). The enrolment cost is included in the price for the fifteen months of the course. After this period, the cost of the platform, should it be necessary to maintain the enrolment, will be paid by the student. The current monthly cost of the platform is €6, although the provider may vary the amount.

The price of the course and the means of payment are established in Annex II, which is attached to this contract as an inseparable and constituent part of the latter.

The theoretical exam fees and the fees of the examiner approved by the Aeronautical Authority resulting from the flight exams, on the first call, shall be paid by the School. Subsequent rounds shall be paid by the student. The fees charged by AESA or the Competent Authority for the issue or modification of the Flight Licence shall also be paid by the student pilot, as well as for the ICAO language proficiency exams in Spanish if required.

#### **FIFTH.- COURSE ABANDONMENT**

Since the signing of this contract and until the satisfactory completion of the contracted service, CANAVIA undertakes to have the technical, human and operational means necessary to guarantee the training with the levels of quality required by the aeronautical authority, and undertakes to provide the contracted training within the established period. This implies an investment in accordance with the services contracted by the student and it is for this reason that the student is bound by this contract to pay for and receive the contracted training until its completion. The student acknowledges and accepts that if he/she abandons the training, he/she will not be entitled to a refund of any amount, and the obligation to pay the outstanding amounts for the service contracted and not paid will subsist, regardless of whether or not the student decides to abandon the training.

Without limiting the foregoing, the student may take out insurance to cover the supposed costs of cancellation due to force majeure admitted in law that justifies the manifest impossibility of completing the course for reasons not attributable to the student's will.

#### **SIXTH.- TAX OBLIGATIONS**

The price corresponding to the contracted course is exempt from taxes (IGIC) as it is a regulated professional training.

#### **SEVENTH.- CONTRACTUAL AMENDMENTS AND PROVISION BY THIRD PARTIES**

In the provision of the contracted service, CANAVIA reserves the right to make as many modifications as necessary regarding the type of aircraft, instructors, course structure, subjects, number of teaching hours etc... provided that this complies with the requirements imposed by the aviation authority and does not harm the quality of the training contracted by the student, or when the changes involve better training, or in application of legislative changes and/or aeronautical regulations relating to the course.

The course offered may include the provision of some services or modules by third party companies, in Spain or in other countries belonging to the European Union and under EASA regulations. These companies must have the approval of the competent Aeronautical Authority, and will develop the course on the basis of their approved programmes, CANAVIA acting only as an intermediary, and therefore without final responsibility for the result. In any case, CANAVIA will make all necessary efforts to ensure that the training carried out by third parties meets the quality criteria established by CANAVIA, supervising the teaching received, as well as collaborating in the management of the procedures required for the recognition of such training by the competent Authority. In those modules carried out outside the CANAVIA headquarters in Gran Canaria, the student will have to bear the costs of travel, living expenses and accommodation at their own expense.

#### **EIGHTH.- RISKS AND LIABILITIES**

The student hereby declares that he/she is aware of the risks that, due to unforeseen circumstances or force majeure, the completion of an aeroplane flight course may entail for his/her personal integrity. Therefore, the student expressly exempts the School from all responsibility for any accident that may occur in flight or on the ground with the aircraft during the course of the aeroplane flying lessons, provided that this does not occur as a result of poor performance by the instructor or poor condition of the aircraft, in which case the School will assume the responsibility that legally applies. Canavia has contracted the legally required civil liability insurance to cover the liabilities that may arise from the training services contracted. The student will be responsible for the insurance excesses of the aircraft for a maximum of 5,000 € when the damage caused has been the responsibility of the student as pilot in command or solo, as well as for negligence, non-compliance with the established procedures or improper application of the instructions received.

It is expressly forbidden for the student to access, manipulate and/or fly the aircraft without the presence or authorisation of the assigned instructor. Failure to comply with this prohibition exempts the School from any compensation to the student for damages caused, the student assuming all liability arising therefrom, and the School may claim from the student or his legal heirs any damages that may have been caused to the aircraft or third parties as a result of non-compliance with this clause.

Article 34 of Law 21/2003 of 7 July 2003 on Air Safety obliges aeronautical personnel to perform the duties and carry out the activities of their profession only when in possession of a valid and effective qualification and to comply with the conditions, limitations and obligations established in the qualification itself and in the regulations governing it, and to refrain from performing such duties and carrying out such activities in the event of a reduction in the required physical or mental capacity. To this end, by signing this contract, the student gives his/her **express consent** for CANAVIA to carry out tests to detect the consumption of alcohol and narcotic or psychotropic substances, or substances with similar effects, at any time during the training, and for CANAVIA to be informed of the result. In the event of a positive result, or refusal to undergo such a test, the student will be expelled from the School in accordance with article 11 of the Disciplinary Regulations. These tests will always be carried out respecting the right to privacy and dignity of the person and the confidentiality of all information related to their state of health, and carried out by health personnel with technical competence, training and accredited capacity.

#### **NINTH.- DISCIPLINARY RULES AND COMPLIANCE**

The student undertakes to observe, as an essential and necessary part of their training, all the rules, instructions and safety and control measures established by CANAVIA, and in particular the ACADEMIC AND DISCIPLINARY RULES of the school, as well as the different CANAVIA operating manuals. All this information is posted on the FLIGHTLOGGER system and on the Learning Portal to which the student has access. The student is obliged to read the communications sent by the school, therefore unawareness of them does not exempt him/her from complying with them. The student shall be civilly liable for any damages that may be incurred due to non-compliance with them, and exonerates CANAVIA from any liability that may be incurred due to accidents or incidents caused by or as a result of disobedience, improper, wilful and/or negligent action on the part of the student in the development and fulfilment of their training. For these purposes, including but not limited to, the following shall be considered negligent behaviour: unjustified alteration and/or modification of flight plans, non-compliance with air navigation regulations, non-compliance with instructions received by CANAVIA instructors and/or the aeronautical authority, and flying under the influence of alcohol, medication or narcotics.

As proof of agreement, the parties sign the above in duplicate at the place and on the date indicated above.

The student (or his/her representative)

CANAVIA Líneas Aéreas S.L.U.

only sample document

## GENERAL CONDITIONS

**General conditions are provisions that apply in the absence of specific provisions, the latter always prevailing over the former.**

### FIRST.- Tuition and supplies

Once the teaching services have been contracted, before the start date of the lessons of the course, the amount established in the special conditions of the teaching contract shall be paid as enrolment or reservation of place.

Once the registration fee has been paid, the student will receive from the school the necessary material for the contracted course and before the start of the course, the student will be enrolled in all the platforms and applications necessary to correctly receive the training. The student is informed that the school will remove the student from the aforementioned services when the contracted training is terminated for any reason, including contractual termination, voluntary termination, excessive cancellations or absences, or abandonment of the course.

In the event that it is necessary to use additional didactic material for the development of the training or if the material already provided is lost or damaged, it must be purchased or repaired by the student at his or her own expense. In the event that as a consequence of an accident or incident during the development of the contracted course, the school or its insurance company must assume the payment of the material included in the course because it has been damaged or lost during the incident, the value of the material supplied by the school will be taken into account, without prejudice to the fact that the student has voluntarily replaced it with any other material of greater value.

The student is obliged, until the end of the course, to keep the material and uniform provided in perfect working condition, and to respect the School's dress code, and must attend practical and theoretical classes, exams and other events wearing the uniform and with accreditation. The use of uniforms or accessories other than those provided by CANAVIA is not permitted.

### SECOND.- Duration of the contract

The duration of the contracted course is the duration planned for the syllabus covered by it, which is reflected in the specific conditions. This duration may be tacitly extended for successive periods of calendar months, due to organisational causes, causes inherent to the aeronautical scope, including technical, meteorological or availability causes, or even related to the need to reinforce or slow down the student's progress. In any case, the decision to extend the course must be made by the school. In no case will the student's failure to fulfil his or her study obligations or to attend scheduled classes, whatever the reason, be considered sufficient cause for the extension of the course.

However, if for reasons of force majeure not attributable to the training centre, or if the service has to be suspended, the centre will notify the student as far in advance as possible, reimbursing the student, if required, the proportional part of all the amounts already paid that correspond to services pending execution, without penalty.

The student is hereby warned that only regulated professional training courses (complete ATPL course) and retraining courses are exempt from IGIC. In the event of abandoning any training exempt from payment, the student is obliged to comply with the tax obligation to pay the tax corresponding to the training carried out.

### THIRD- Issuance of licences and accrediting certificates.

The school will present the student to the official exams of the Spanish State Aviation Safety Agency (AESA) or, if applicable, of the Competent Authority of the State of the subcontracted provider, once the training has been satisfactorily passed, but is not responsible for the result obtained by the student. Once the theoretical examination has been passed, and the flight training has been completed, the school will carry out the corresponding skill tests by means of a qualified Flight Examiner (FE), after the passing of which the Competent Authority will be asked to issue the corresponding licence or ratings.

The provision of the service covered by this contract shall be understood to be completed when the student has received the theoretical and practical training described in the specific conditions, without prejudice to the dates for which he/she is summoned to the exams or the possible additional lessons that the student may have to receive. At the end of the service, whatever the cause, the centre shall issue the student with a certificate accrediting the knowledge acquired or level reached. If the student has not reached the level of knowledge required to pass the course, the centre shall issue a certificate of attendance, stating the teaching load completed.

### FOURTH- Additional costs

The prices of the flight and theoretical hours in addition to those contracted in the course will be invoiced according to the prices established in the official rates approved by the School and in force at the time of the course.

Aerodrome, air traffic control, AENA and similar taxes during the course will be paid by the School. In the event that the price of fuel increases above 1.00 €/litre for the JET A1, 1.50 €/litre for the Mogas or 2.50 €/litre for the Avgas, the student may be invoiced for the value of the amount exceeded.

### FIFTH.- Commitment of the student

CANAVIA informs the student that the individual programming of a theoretical and practical nature involves making available to the student, on an exclusive basis, both human and material resources at a high cost to the school, so that non-attendance without prior notice means an economic loss for CANAVIA that is impossible to recover. For this reason, and in compensation for the damage caused, the school will penalise non-attendance or unpunctuality with the payment of 50% of the cost of the cancelled service.

### SIXTH.- Claims

Professional retraining courses are formalised by the parties in their capacity as professionals, with one providing training and the other receiving regulated professional training. For any controversy arising from the interpretation or fulfilment of these contracts, the parties expressly submit to the Courts of Justice of Telde (Las Palmas).

The student declares to understand and accept that any claim regarding the services offered by third party companies must be made before the same, without CANAVIA having any type of responsibility for the services provided by third parties.

If any clause of a teaching contract is declared by a competent court or tribunal to be null and void, in whole or in part, the remaining stipulations will remain valid unless the parties mutually agree to cancel the contract in its entirety.

#### SEVENTH.- **Price updates**

Without prejudice to the price established and paid, either in cash or in instalments, for the contracted course, the cost of the rest of the services offered by CANAVIA, including additional flight hours, may be modified with prior notice by an amount equal to or greater than the variation in consumer prices (harmonised CPI) of the previous year. The school will periodically publish the prices in force and they will be kept in a visible place and at the disposal of the students.

#### EIGHTH.- **Termination of the contract**

Teaching contracts may be terminated in accordance with the grounds permitted by law. Specifically, the following shall be grounds for termination:

- o For reasons attributable to the student:
  - o Failure to pay, in accordance with the terms of the contract.
  - o Failure to comply with any of the stipulations set out in the contract and/or in Annex III relating to ACADEMIC AND DISCIPLINARY RULES.

If, for reasons attributable to the student, CANAVIA decides to terminate the contract, this will be communicated in writing to the signatory of the contract. Non-compliance by the student does not exempt him/her from the obligation to pay, which may be legally enforced.

- o Por causas imputables a CANAVIA:
  - o The accredited, fraudulent breach, directly attributable to CANAVIA, of the conditions and commitments assumed in this contract.

In this case, the student may choose to terminate the contract, prior written notice to CANAVIA, receiving the amounts corresponding to services paid for and not provided, and as compensation, the reimbursement of the amounts charged for the services where the non-fulfilment attributable to CANAVIA has occurred.

- o For reasons not attributable to either of the contracting parties:
  - o The impossibility of providing the service due to unforeseen circumstances or force majeure, war, epidemics, disasters involving the disappearance of the school's facilities, natural disasters, meteorological disasters and any other reason that can be proven to have been caused by external factors and beyond the control or intervention of any of the parties to the contract.

In such cases, the contracting parties are released from their outstanding obligations, without any claims whatsoever.

#### NINTH.- **Personal data protection**

In accordance with Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights, we inform you:

- That the personal data collected in this document will be processed and included in a Register under the responsibility of CANAVIA and/or its group companies, for the management of the contracted service, on the understanding that the signing of this contract implies your consent to carry out said processing, and that without them it would be impossible to provide the service.

The data that must be processed are:

- o IDENTIFICATION DATA: Name, surname, ID card number, address, signature for the provision of the service and the issuing of the invoice.
- o SPECIFIC DATA: Date of birth, contact telephone number, email address, telephone number, name and relationship of contact person to be notified in case of in-flight incident, current licences and expiry date, current medical certificate and expiry date, level of linguistic competence and language.
- All of this is for the purpose of managing the services provided to the Aviation Authority (AESA) or Competent Authority for the licences obtained. To this end, and with all this data, CANAVIA is legally obliged to prepare the so-called STUDENT'S NOTEBOOK, and make it available to the Authority on first request during the 5 years following enrolment as a student at the school. A copy of the student's ID card, licences and medical certificates shall be stored with the student's notebook for the same purpose. Once the contracted service has been completed, the student's notebook together with all their personal data will be deleted from any active database, but will be kept duly blocked for five years by legal provision. Once this period has elapsed, the student's notebook and all their personal data may be deleted by secure means at the request of the student, without CANAVIA being able to keep any copies.

- CANAVIA, as part of its teaching activity, has implemented an online classroom teaching model, by means of virtual lessons, which may be recorded in order to guarantee the quality of the teaching as well as to verify the attendance and identity of the students who connect to the lessons. The data recorded are image and voice. This data is deleted after 48 hours unless it is to be kept as a document of proof in the event of absences or incidents detected. Students and instructors are only authorised to reproduce the virtual classes recorded on the media provided by CANAVIA. Downloading, disseminating, distributing or disclosing class recordings (both theoretical and in-flight) and, in particular, sharing them on social networks or services dedicated to sharing notes is a violation of the fundamental right to data protection, the right to one's own image and intellectual property rights. Such uses are considered prohibited and could generate, at the very least, administrative or civil liability for the offender.
- CANAVIA undertakes to treat confidentially all data, documentation and other information provided by the CUSTOMER during the term of this contract and for the purposes indicated. CANAVIA undertakes not to draw up profiles or transfer or communicate this information to any other person or entity, with the exception of its own employees and only to the extent necessary for the correct provision of the service. It may only, under duly justified legal obligation, hand them over to public bodies and authorities that so require. The data will be processed for the duration of the contractual relationship and thereafter, only if there are legitimate rights in favour of CANAVIA, such as the right to claim amounts. For this purpose, by signing this document, the student expressly authorises CANAVIA to transfer his/her data to collection companies or risk, credit and solvency information companies in the event of non-payment.
- The student has the right to access FREE OF CHARGE the data that CANAVIA and its group companies have about him/her, and to request this information in writing; to demand the modification of inaccurate data, to delete data that is not necessary, to limit it and even to delete data that can be deleted. He or she has the right to demand the portability of the data (request that it be given to another school designated by the student) by sending a letter to the CANAVIA address indicated in the heading of this contract, or by sending an email to info@canavia.es, with the requirement of duly proving his or her identity.
- It should be noted that CANAVIA has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk. These measures have been implemented taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing, as well as risks of varying likelihood and severity to the rights and freedoms of natural persons. All measures are known by the employees, who have signed a commitment to comply with the measures implemented in the company in terms of security and data protection. All CANAVIA staff have received training in information security, data protection and confidentiality at a general level and at the specific level of the service provided. In the event that the student does not agree with CANAVIA's treatment of his/her personal data, he/she can make a complaint to the Spanish Data Protection Agency, as this is the Control Authority for the protection of personal data.

In addition, the school may use the image of the student during instruction or his/her contact details to edit or send promotional material or posts on social media, to which the student expressly agrees by signing this contract. If this is not the case, please tick the following boxes:

I authorise the use of my image

I authorise the use of my contact details to send me publications and promotional material.

I do not authorise the use of my image

I do not authorise the use of my contact details to send me publications and promotional material.

The school offers the student the possibility of saving their contact and training details (only date of licence obtainment, name, email and contact telephone number) in order to notify them, without any obligation, when they have to renew their licences, and to offer them the school's prices, to which the student expressly agrees by signing this contract. Otherwise, please tick the following boxes:

Yes, I authorise the use of my data to notify me of the expiry date of my licences and the prices offered by the school for their renewal

I do not authorise the processing of my data to notify me of the expiry date of my licences and the prices offered by the school for their renewal.

And on this basis, sign it in duplicate, at the place and on the date shown above,

The student (or his/her representative)

CANAVIA Líneas Aéreas S.L.U

**ANNEX I TO THE INTEGRATED ATPL COURSE TEACHING CONTRACT**

This annex describes the theoretical subjects and the practical training that will be provided for the development of the **ATPL INTEGRATED STANDARD course**.

The theoretical training, consisting of 796:30 hours, is distributed as follows:

SUBJECTS	HOURS
Air Law	78:00
Aircraft General Knowledge	60:00
Instrumentation	56:00
Mass & balance	42:00
Performance	42:00
Flight Planning and monitoring	40:00
Human Performance and Limitations	46:00
Meteorology	68:00
General Navigation	80:00
Radio Navegation	76:00
Operational Procedures	58:00
Principles of Flight	64:00
Communications	26:00
Knowledge, skills and attitudes (KSA)	14:00
Flight Safety	07:30
Night (theoretical)	02:00
MEP (theoretical)	07:00
UPRT (theoretical)	07:30
MCC (theoretical)	25:00
<b>Total theoretical hours</b>	<b>796:30</b>

The practical training, consisting of 207:00 hours of time between chocks, is distributed as follows:

PRACTICAL COURSE	FLIGHT HOURS
SEP	125:00 F.H.
FNTP / MCC	65:00 F.H.
MEP	14:00 F.H.
Proficiency check	3:00 F.H.
<b>Total flight hours</b>	<b>207:00 H.V.</b>

The student, instead of taking the ATPL INTEGRATED STANDARD, can opt for the different ATPL course modalities, which are:

- **ATPL INTEGRATED ADVANCED** which is composed of 227 flight hours including **APS-MCC** (Airline Pilot Standard).
- **ATPL INTEGRATED FIRST OFFICER** consisting of 264 flight hours, one of them on A320\*, including **APS-MCC** and **type rating on Airbus A320**.

In the event that the student enters the ATPL INTEGRATED course holding a PPL (A) pilot licence, the number of flight practice hours may be reduced by 50% up to a maximum of 40 hours.

\* this service will be subcontracted by CANAVIA, so the price of this flight hour may be subject to changes depending on the cost required by the supplier at the time of the flight.



**ANNEX II PRICE AND METHOD OF PAYMENT**

The full price of the **XXXXXXXXXXXXXXXXXXXX** course contracted amounts to **ssss (xxxxxxxxxxxxxxxxxxxxx EUROS)**.

The course **(does OR does NOT include)** a medical certificate loss insurance that covers any unexpected situation, illness or accident whose injuries cause the loss of physical or mental capacity to finish the course, in order to recover the investment made. This insurance does not cover situations caused by risky activities, voluntary operations that are not necessary, among others. The exemptions will be provided to the student together with the present contract.

The price paid for the course includes the fees for the first round of theoretical and flight exams, for which the exam date will be announced by the school at the end of the training. In the event of not passing all the subjects or exams in the first round, the student will have to pay the following examination or flight examiner's fees for the following rounds.

The prices indicated in the previous clause may be paid by one of the following two alternative methods, at the student's choice (please tick the appropriate box):

- One time payment
- In instalments

CANAVIA will issue a receipt for all amounts charged regardless of the method of payment, although the services will be invoiced at the time of completion.

**I. Payment by instalments**

The tuition fee, for a total amount of **xxxx (xxxxxxx EUROS)** must be paid before signing this document.

The remaining amounts corresponding to the course, totalling **ssxx euros**, are deferred in **xx successive monthly instalments**, at the rate of **xxxx euros each, due on the first day of each month, with payment of these instalments beginning on xxxxxxxxxxxx dd 20xx.**

This payment method will be managed by direct debit to the current account designated by the customer who, by signing this contract, authorises CANAVIA to carry out the collection through this method, and the financial institution to debit the instalments from their account, in accordance with Royal Decree Law 19/2018 on payment services and other urgent measures in financial matters. In the event that the bill is returned and it has not been possible to collect it, the customer shall bear the bank charges and commissions that the financial institution charges CANAVIA.

If the customer is late in paying at least two instalments, CANAVIA may demand payment of all outstanding instalments, even if they are not due, until full payment of the contracted amount has been made.

Non-compliance of payments on the dates indicated will result in the termination of the contract for reasons attributable to the student, thereby forfeiting both their training rights and the right to reimbursement of amounts paid.

Material provided in the ATPL INTEGRATED course at no additional charge: CANAVIA school will provide the student with the material and the basic uniform consisting of:

IPAD, registration in Training Canavia platform, registration in Pad Pilot and Flightlogger; uniform consisting of 2 navy blue trousers, 3 white shirts with the School's logo, 1 navy blue tie, 1 pair of two-bar stripes, 1 student accreditation with CANAVIA lanyard and 1 reflective waistcoat; aeronautical map, plotter, bag or briefcase and flight headset. The value of the material delivered amounts to 1400€. The Tablet is delivered configured for exclusive use in the training, with personalised access to the manuals and with all the necessary applications for the contracted training. From the moment the student is registered in the applications and the material is delivered, it is considered consumed, given that it is non-transferable and there is no possibility of restoring it to its original state, nor can it be reused by third parties. Therefore, in the event of early termination of the contract for any reason, including force majeure, the school does not collect or allow the return of the material or refund the amount charged for it. The uniform must be worn during all training activities, and the student is obliged, for security reasons, to return it to the School at the end of the contract.

### **ANNEX III ACADEMIC AND DISCIPLINARY RULES**

The regulations on which the contracted course is based are clearly designed to guarantee the acquisition of the knowledge and skills necessary to obtain the licences accrediting the course. Given the complexity of aviation and the great responsibility of professionals in this field, it seems obvious that comprehensive education should be framed within rigorous and compulsory disciplinary parameters.

The objective of CANAVIA School is high quality aeronautical training, which fully justifies the need to establish ACADEMIC AND DISCIPLINARY RULES that, as a whole, must regulate the academic life of the school. These rules must be based on the preservation of a study and work discipline that is absolutely necessary, both for the full performance of the student at the school and for the student's professional future when he/she starts his/her professional aeronautical activity.

The aim of these rules is to ensure that the student incorporates the habit of discipline and permanent study into his professional duties, which will provide him with an essential plus that will make him stand out in any aviation company in which he is hired. The aim is for the student to learn that the execution of the aviation services for which he/she will be contracted, have priority and must be carried out with extreme punctuality, as well as in the best physical and psychological conditions. The student must learn that, within a scale of values, safety, professionalism and punctuality in their performance must take precedence over any other aspect of daily life.

For all these reasons, it is absolutely essential for there to be a disciplinary procedure that guarantees strict compliance with the established rules, by means of a penalty system that penalises any behaviour that goes against the established rules. The aim is to train students not only academically, but also on a human and professional level.

Within the set of regulations, CANAVIA school also includes a list of the rights of the student in order to obtain the appropriate and quality training that he/she needs. The objective is to achieve an excellent coordination between the work of the instructor and the learning of the student, for which it is essential to respect the rights and fulfil the duties of each subject involved in the contractual relationship.

By signing this teaching contract, the student accepts the academic and disciplinary rules and is informed that in the event of non-compliance, he/she may be sanctioned with a financial fine due to the damage that may be caused to the company, especially when he/she does not attend a scheduled flight or theory class.

#### **STUDENT RIGHTS**

All students have the right to:

- a. To receive qualified and up-to-date training.
- b. To receive the training agreed in the contract.
- c. Not to be discriminated against on the grounds of gender, race, nationality, condition, political views or religious beliefs. To have their physical and moral integrity respected, to be treated with the utmost respect and not to be subjected to humiliating or degrading treatment.
- d. To be treated with the utmost reserve and confidentiality with regard to any information about their personal and family circumstances that the student may entrust to the school.
- e. To obtain the material agreed for the contracted course.
- f. To be assisted by the instructors and to be counselled in the contracted training.
- g. To request and obtain from their instructors, the grades obtained and, where appropriate, to request a review of the latter.
- h. To make as many complaints, suggestions or claims to the school as they consider necessary, using the communication channels that have been previously indicated to them and which are found in the school's manual.
- i. To participate in the complementary activities that the school may organise.
- j. To be informed of any possible changes that may affect the course he/she is taking.
- k. To use, under the control or authorisation of the corresponding instructor, the material and facilities of the school in accordance with the training contracted.
- l. That their academic activity is carried out in suitable facilities and with the appropriate safety and hygiene measures..

**OBLIGATIONS AND DUTIES OF STUDENTS**

All students must:

- a. Strictly comply with these academic and disciplinary rules, as well as with the CANAVIA Disciplinary Regulations approved by AESA and attached in this Annex.
- b. Punctually attend theory classes, flight lessons, simulator lessons, briefings, seminars, exams, tests and any other scheduled event to which he/she has been summoned as part of the course in which he/she participates.
- c. During the development of the aforementioned activities, keep mobile phones or electronic devices switched off or disconnected unless they are absolutely necessary for the development of the activity in which they are participating, and in any case, unless they have been expressly authorised by the instructor.
- d. Attend theoretical and practical lessons given at the school, avoiding any activity or comment that implies a disturbance or lack of regard for the instructor or fellow students.
- e. Comply with the instructions given by the instructors in the teaching field.
- f. Check the theoretical and/or flight schedule on a daily basis, being aware that it is subject to change.
- g. Respect the dignity and work of CANAVIA personnel.
- h. Show respect and consideration for both fellow students and instructors by maintaining a proper relationship within the school community at all times.
- i. To respect the intellectual property rights of CANAVIA, or any other company that owns the material obtained at the school, so that it is strictly forbidden for the student to reproduce, either totally or partially, the materials, manuals, programmes, etc. of the school as well as to process them by computer, electronic, mechanical, photocopying or recording devices, or by any other method, for any purpose other than their own use for study purposes, whether for payment or free. Transmission to third parties by any means whatsoever without the express authorisation of the school is strictly forbidden.
- j. Not consume narcotic substances during the entire duration of the course.
- k. Not to consume alcoholic beverages or beverages containing a high level of stimulants that may alter the mental or physical state of the student in the 12 hours prior to the activity scheduled by the school.
- l. To respect the dress code imposed by the school.
- m. To use the facilities, furniture and all the material provided or used by and in the school in an appropriate manner, making proper use of the resources.
- n. Maintain proper order and discipline within the school premises, maintaining a suitable level of silence in corridors and a moderate level of noise in rest areas.
- o. Not to smoke, eat or drink in the aircraft, classrooms or outside the places expressly assigned for this purpose, and to keep the areas used for eating or drinking clean.
- p. Follow basic rules of hygiene and personal care.
- q. Keep their telephone number, email address, home address, emergency telephone number from a relative and other means of contact that they have given to the school up to date, and communicate any changes to these as soon as possible.
- r. Acknowledge receipt of notifications received from the school.
- s. It is the student's responsibility to keep up to date, in force and provide the school with a copy of all flight documentation, including the pilot's logbook and medical certificate. Failure to keep this documentation up to date at the school will be sufficient cause for not scheduling a flight for reasons attributable to the student.
- t. To carry with them at all times, during the school's activities, the necessary accrediting documentation for the activity, the documentation accrediting them as a student and an official identification document with a recent photograph (ID card, passport, etc.).
- u. Not to publish in any type of forum, whether on social networks, blogs, the internet, or any other information exchange website, radio or written media, information about the school that has not been previously published by the school, and therefore considered confidential.
- v. Not to publish in any type of forum, whether on social networks, blogs, the internet, or any other information exchange website, radio or written media, defamatory or denigrating content against fellow students, instructors, school staff, or the school.

## **DISCIPLINARY REGULATION**

Due to the inherent peculiarity of the corporate purpose developed by CANAVIA, which as a flight school must provide a service to students in the classrooms, but also in airport facilities, and is subject to the availability of the client's schedule, weather conditions and other external factors that condition and limit the development of the activity, all the staff and all the students must be perfectly well communicated and coordinated, so that a flight cancellation by a student, the cancellation of a flight lesson due to weather conditions or any other unforeseen circumstance must be known by all those directly affected. For this reason, Canavia has set up an internal network that acts as a communication link for all students and staff.

All members of the school, including students, employees, instructors, pilots and ground staff, are responsible for periodically (at least daily when not on duty) accessing this means of communication to confirm that the schedules, meetings or instructions received have not undergone last minute changes.

Students and instructors with planned theoretical or practical classes are obliged to access the internal network one hour before the start of the class in order to verify that it has not been suspended or cancelled. Likewise, all students or employees are obliged to communicate via this internal network, as far in advance as possible, the impossibility of attending and/or carrying out the instructions received.

In the event that the instructor is unable for any reason to carry out the theoretical or practical instruction, in addition to communicating this as far in advance as possible via the internal network, he/she must contact the alternate instructor. If he/she cannot be located, he/she must contact the Chief Instructor. Instruction shall only be suspended if the Chief Instructor decides to suspend it. In the latter case, the instructor must contact the student urgently and as soon as possible to notify this decision.

In the event that the instructor deems it necessary to suspend flight training due to adverse weather conditions, he/she must inform the Chief Instructor of this situation and propose alternative training. The Chief Instructor shall be accountable to the Head of Training for the existence of sufficient cause to suspend training, whether theoretical or practical.

Each employee shall periodically receive instructions on the tasks to be carried out from his superior or the Head of Training. The tasks received shall have instructions and a due date. The employee, upon receiving each task, can communicate or ask the sender for anything he/she considers necessary to be able to carry it out successfully. If the sender, before the task is due, does not receive a reply on the matter, nor any request for an extension of the deadline, it shall be understood that the recipient has accepted the task and does not find it impossible to carry it out in the time established for it. In this case, the task must be carried out by the employee assigned to it before its deadline. Failure to complete the assigned tasks within the time limit will result in the application of the disciplinary regulations.

Every student and every employee has a schedule to fulfil. Due to Canavia's status as an aeronautical teaching school, the timetables of each student and employee are different, in some cases having specific fixed timetables and in other cases being subject to possible variability.

Students and instructors will receive provisional weekly schedules from the Head of Training, which may be subject to variation by the students or the School. In the event that the student does not show up for theoretical lessons, the instructor must remain in the classroom until the end of his or her assigned schedule, with the obligation to carry out other duties inherent to his or her position (revision of exams or syllabus, monitoring the progress of the students, etc.). In the event that the student does not show up for a practical lesson, the instructor must inform the Chief Instructor of this fact, and report to the Canavia premises indicated by the Chief Instructor, in order to comply with his or her schedule there. Under no circumstances, not even due to the absence of students, may the instructor be absent from his/her work post during the hours assigned to him/her, unless the Chief Instructor decides to modify his/her schedule and reallocate the work time. The instructor is obliged to draw up and sign a report of the student's absence stating, among other things, the reasons given by the student.

The Chief Instructor must also comply with the schedule determined by the Head of Training, under the conditions to be specified, and in the place where it is necessary for the Chief Instructor to provide a specific service. Under no circumstances may the Chief Instructor be absent from his/her work post during the hours assigned to him/her, unless the Head of Training decides to modify his/her schedule and reassign the working time.

Absence from work for any reason whatsoever must be duly justified within 48 hours of its occurrence. Failure to justify the absence within this period shall give rise to the exercise of disciplinary authority.

### **Section 1.- Scope of application**

These Regulations shall apply to students and staff of this school, whether they are instructors or staff of any other department.

Trainees shall be subject to the provisions of these Regulations, in so far as they apply to them, without prejudice to any special rules governing their selection procedure.

The initiation of criminal or civil proceedings shall not preclude the initiation and conduct of disciplinary proceedings in relation to the same facts. However, the final decision on the proceedings may not be taken until it is final in those proceedings, where the statement of established facts shall be binding.

### **Section 2.- Disciplinary authority**

The power to impose disciplinary sanctions is vested in the school's Management. The school's Management shall exercise the disciplinary function, imposing the corresponding sanctions where appropriate.

### Section 3.- Definitions

In order to complete and update the definitions established in the national legal and aeronautical regulations and in Canavia's internal regulations, and at the same time facilitate the interpretation of these regulations, this chapter defines the concepts relating to the matters covered in the same, with the latter prevailing when there are contradictions, gaps or problems of interpretation in the field of work.

**Instructor in command:** Responsible for the teaching and management of assigned flights. The instructor in command shall be responsible for keeping the material and aircraft in perfect condition, not only providing practical and theoretical instruction, but also filling in the student's file, etc... The instructor in command shall wear the regulation uniform at least during the period of both flight and theoretical instruction, and the identification identifying his or her status as an instructor shall be clearly visible.

The Company, with regard to the functions to be performed, and in accordance with its organisational powers and provided that the aeronautical authority so allows, may assign to the instructor, during the periods in which he/she is not carrying out instructional duties, any other activity that is necessary for the effective performance of the service provided by the school. Certain functions such as inspection, technical assistance on the line, organisation of operations, operational control and, in general, any type of technical, counselling or operational activity must be expressly assigned by the Management.

**Ground Staff:** Any worker who performs any function at the CANAVIA school that does not involve carrying out the duties of an instructor or operating an aircraft in flight. Ground staff are considered to be, among others, employees who perform administrative, aircraft maintenance and theoretical teaching functions.

**Adverse weather conditions:** Adverse weather conditions shall be understood to mean bad weather conditions that prevent the flight instruction from being carried out. It will be the pilot in command who will determine, according to the prevailing weather, when adverse weather conditions occur.

**Student:** Any natural person who has no active commercial or employment relationship with Canavia and contracts a service with the school.

### Section 4.- Disciplinary Infringements

All actions and omissions that violate the provisions of these Internal Regulations, or any other internal rules and agreements of a mandatory nature issued by the Management in the exercise of its powers, shall be subject to disciplinary sanction.

The infringements that may be subject to disciplinary sanctions shall be classified as minor, serious and very serious.

### Section 5.- Minor infringements

The following are minor infringements:

1. Acts of disrespect towards superiors, teachers, subordinates or other colleagues.
2. Inconsideration towards transport users.
3. Unjustified failure to comply with the schedule, when it does not involve serious misconduct.
4. Failure to submit in a timely manner the leave corresponding to justified absences from work, unless the impossibility of having done so is proven.
5. Up to three unjustified absences from work in a period of thirty days, provided that they amount to a total of more than fifteen minutes.
6. Lack of attention, diligence or fidelity in the performance of the activity.
7. In the case of performing the duties of instructor or pilot, or any other duties requiring uniformity, to attend a service, an instruction flight or a theoretical class without the corresponding regulatory uniform, as well as the corresponding identification badge.
8. Disobeying direct instructions from the superior related to the activity being performed.
9. Repeated non-observance of the instructions or commercial practices established by the company, especially those related to the behaviour and communication with the students.
10. Failure to be reachable when scheduled or on duty.
11. Failure to perform in a period of thirty days, at least three tasks of relative relevance before their deadline without cause (notified by the employee prior to its expiration) that justifies it. Tasks of relative relevance are understood to be those instructions received whose lack of completion does not in itself imply a suspension of the school's activity.
12. Any minor offenses that are so defined in the Statute of Workers, in the regulatory rules of Aviation, in the code of ethics of the corresponding Professional Association to which the professional activity carried out is subject.

### Section 6.- Major infringements

The following are major infringements:

1. Reoccurrence of any minor infringement, or the accumulation of at least two different minor infringements, provided that these infringements are committed within a period of three months from the notification of the first infringement.
2. The unjustified lack of attendance to a flight or scheduled theoretical class, considering a justified cause as that beyond the student's control that prevents his will to attend, such as a duly accredited illness that requires absolute rest or impossibility of judgment or of physical and mental faculties. A common cold or gastrointestinal indisposition that does not require rest on the advice of a medical doctor is not considered justified absence. Any situation that can be foreseen with the required diligence and responsibility, such as excessive traffic, is not considered an justified cause, since the student must schedule his or her departure sufficiently in advance to avoid foreseeable situations.
3. More than three repeated absences of punctuality in the attendance to the duty, class or flight that add up to more than thirty minutes in 30 days.
4. Absence from work up to two days in 30 days, without a justified cause, or abandonment or absence from the work post without justification. Unjustified absences, abandonment of the post or absence from work that are not justified within 48 hours following the event that caused it shall be considered as unjustified.

5. Failure to comply with the schedule, or any rules and procedures adopted and approved by the Management.
6. Failure to comply with the safety, risk prevention and data protection measures adopted by the Company.
7. Acts or omissions that violate the ethics, dignity or prestige of the profession.
8. Lack of loyalty to the interests of the company, as well as the practice of acts of unfair competition in the exercise of the profession.
9. Misrepresentation of professional documentation or concealment of relevant data that should be known.
10. Acts of disrespect towards the members of the Management, and the lack of obedience to superiors and authorities.
11. Offensive disrespect towards transport users.
12. Abuse of authority in the exercise of his position.
13. Tolerance by a superior of the commission of very serious or serious misconduct by subordinates.
14. Conduct that results in serious damage to facilities, materials, equipment or documentation.
15. The considerable lack of respect and harsh treatment to students, other workers, and especially to those who are under their orders.
16. Negligence in the exercise of their duties, inexcusable carelessness in the service or any act of imprudence.
17. The simulation of illness or accident, and/or the notorious lack of performance that entails inhibition in the fulfillment of the tasks entrusted.
18. Failure to comply with the obligation to provide essential services in the event of a strike.
19. Disclosure to persons outside the company, of the activities of the latter that could be detrimental to Canavia.
20. Actions and omissions aimed at evading scheduling, time control systems, flight and rest time or to prevent, by means of false documentation or any other means, the detection of unjustified non-compliance.
21. The infringement of the interests of the School, even without intent to do so, but by inexcusable negligence. When the economic interests are directly damaged or the public image of the company is affected, it shall be considered very serious.
22. Failure to perform at least three major tasks within a period of thirty days before their due date, without prior notification of the cause justifying it. Important tasks are considered to be those that affect the work of other employees, or that affect the normal development of the school's activity, safety or compliance with the requirements of the regulations or approved manuals of the School.
23. Any serious misconduct that is so specified in the Statute of Workers, in the regulatory rules of Aviation, in the code of ethics of the corresponding Professional Association to which the professional activity carried out is subject.

#### **Section 7.- Very serious infringements**

The following are very serious infringements:

1. Frequent or occasional drunkenness or drug addiction.
2. Absence from work for three or more days within a period of thirty days, without justified cause.
3. The adoption of manifestly illegal procedures that cause serious prejudice to third parties.
4. Mistreatment in word and deed or serious lack of respect and consideration for superiors, colleagues and subordinates, or for passengers or other persons in their professional environment.
5. Violating confidential information of the School (including the disclosure to third parties of personal or commercial data).
6. Willful and continued diminution of work performance.
7. Indiscipline, disobedience or inexcusable non-compliance with orders received from their superiors.
8. Likewise, a major infringement shall constitute a very serious infringement when the following circumstances are met:
  - a. Manifest intent, inexcusable professional negligence, repeated disobedience, serious damage or harm to third parties, obtaining illegitimate profit as a consequence of illicit action, the use of the authority conferred for the commission of the infraction, incurring in conflict of interest, having been previously sanctioned by resolution of the Management, not cancelled, because of a major infringement.
  - b. Any very serious misconduct that is so specified in the Statute of Workers, in the regulatory rules of Aviation, in the code of ethics of the corresponding Professional Association to which the professional activity is subject.
9. Any action that involves a violation of aeronautical legislation.
10. Any very serious misconduct that is so specified in the Statute of Workers, in the regulatory rules of Aviation, in the code of ethics of the corresponding Professional Association to which the professional activity carried out is subject. cualquier actuación que suponga una violación de la legislación aeronáutica.

#### **Section 8.- Sanctions**

Disciplinary infringements shall give rise to the imposition of sanctions referred to in Articles 9 to 11.

No sanctions may be imposed in the form of a reduction in the length of holidays or other diminution of the employee's rest entitlement.

Sanctions imposed in the exercise of disciplinary authority shall be proportionate to the facts on which they are based and shall be tailored to the circumstances of the perpetrators and to those which affect or may affect the interests of the service. Special consideration shall be given to the condition of the student and the development of their training activities shall be taken into account in the application to them of the precepts of these Regulations.

They may be imposed on both SCHOOL staff, including trainees, and students.

#### **Section 9.- Sanctions applicable to minor infringements**

For the commission of infringements constituting minor infringements, the sanctions to be imposed are as follows:

- a. Private reprimand
- b. Written warning
- c. Suspension from the performance of duties for a period not exceeding one week, which duration shall be determined according to the seriousness of the consequences of the infringement. This suspension shall result in the suspension of the proportional part of the salary in relation to the suspended duties for the duration of the suspension.

#### **Section 10.- Sanctions applicable to major infringements**

The commission of offences classified as very serious infringements shall be subject to the following sanctions:

- a. Public repression in informative circular.

- b. Financial penalty, which may range from €50 to €300 depending on the seriousness of the serious offence. In the event of unjustified absence on the part of the student or delay of such duration as to prevent the flight or theoretical lesson from taking place, the amount of the penalty shall imply the payment of 50% of the cost of the theoretical or practical lesson that could not be held.
- c. Suspension in the exercise of the duties performed for a period of time not exceeding three months, the duration of which shall be determined according to the seriousness of the consequences derived from said infringement. This suspension shall result in the suspension of the proportional part of the salary in relation to the suspended duties for the duration of the suspension.
- d. Suspension from the position held in the Organisation for a period of time not exceeding three months, the duration of which shall be determined according to the seriousness of the consequences of the infringement. This suspension shall result in the suspension of the employee's proportional part of the salary received for the position for which the employee has been suspended, for the duration of the suspension.
- e. Suspension from the exercise of the profession and the salary received for it for a period of time not exceeding six months, the duration of which shall be determined according to the seriousness of the consequences deriving from the infringement.
- f. Loss of the right to attend classes, in the case of students, for a period not exceeding three months, the duration of which shall be determined according to the seriousness of the consequences of the infringement.

#### **Section 11.- Sanctions applicable to very serious infringements**

In the case of infringements classified as very serious, the sanctions shall be as follows:

- a) Definitive loss of the position held in the organisation, with the corresponding definitive loss of the proportional part of the salary corresponding to that position.
- b) Disciplinary dismissal of instructors.
- c) The imposition of a disciplinary sanction on students for very serious infringements in accordance with the provisions of these Regulations, may lead to expulsion and loss of student status without the right to reimbursement of any amount.

#### **Section 12.-**

Trainees and employees may be sanctioned by the company management for non-compliance, in accordance with the graduation of infringements and sanctions established in the legal provisions or in the applicable Disciplinary Regulations.

Disciplinary proceedings may also be initiated at the request of the immediate superior, or by virtue of a complaint signed by a colleague or third party whose legitimate interest has been harmed.

The sanctioning of major and very serious infringements shall require written notification to the student or employee, stating the date and the facts on which it is based. The communication shall identify the alleged offence, propose the appropriate sanction for the infringement committed and give the alleged offender a period of 48 hours to present the allegations he/she deems appropriate. This period may be extended if the offender so requests for a reason that justifies the need for more time to prepare his allegations. If not requested, the initial period shall be deemed to have been accepted by the alleged offender.

After 48 hours from the end of the period for presenting allegations, the management of the company shall issue a decision that may consist of closing the case or imposing a sanction that may be different from the one initially proposed in the event that, in view of the allegations presented by the alleged offender, the facts have changed. No appeal may be lodged against this decision, and the offender may only resort to the competent judicial channels.

Sanctions consisting of a reduction in the length of holidays or any other reduction in the employee's right to rest may not be imposed.

#### **Section 13.- Implementation**

The sanction shall be implemented in accordance with the terms set out in these Regulations, and within a maximum period of one month from the decision, unless it is impossible to implement it immediately. The Management shall specify the maximum period within which it must be enforced.

#### **Section 14.- Limitations**

Minor infringements will expire after ten days, major infringements after twenty days, and very serious infringements after sixty days from the date on which the SCHOOL'S Management became aware of their commission and, in any case, six months after they have been committed.

#### **Section 15.- Annotation of sanctions**

Major and very serious infringements shall be recorded in the corresponding personal record, without prejudice to their subsequent cancellation in the event of the statute of limitations.

#### **Section 16.- Review**

The assessment of infringements and the corresponding sanctions imposed by the company's management are always subject to review by the competent court.

#### **Section 17.- Record of Infringements and Sanctions**

Infringements and sanctions of any kind shall be recorded in the file of each employee or student and shall not be removed until twelve months have elapsed since the sanction was carried out.

#### **Section 18.- Awards**

CANAVIA, in order to reward outstanding conduct, performance, hard work and qualities, will apply, when it deems it appropriate, the following types of awards:

- Superior level consideration. Canavia, evaluating brilliant academic records, special or extraordinary services to the company, may grant superior consideration to the students and instructors or ground staff that it deems appropriate, disregarding any type of seniority with respect to the rest of the employees. In the case of students, their behaviour will be assessed on the basis of all the criteria established for obtaining an "A" or honours degree.
- Rest days: the company, evaluating the impeccable service provided and the time of dedication given, may reward staff with additional rest days.
- Cash compensation: the company, evaluating the quality of the work carried out by the employee, and the high degree of satisfaction that the client expresses to the company with regard to the service provided by the employee, may reward the employee with a financial compensation in the form of a cash payment.

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