

1. **PERIOD AND OPTION TO DETERMINE**

Notwithstanding the date hereof this AGREEMENT shall be deemed to be in force from the commencement until completion of the training as set out in Clause 2.2.

2. **SCOPE AND SUBJECT**

2.1 MAEL will provide the following P147 approved course at their premises in **Luton, UK**.

2.1.1 Course Title: **COURSE TITLE**

2.1.2 Course Title: **COURSE TITLE**

2.2 The above training is for a period of **36** working days TOTAL

Commencing: **DATE**

Completing: **DATE**

2.3 The above training is for a maximum of **1 Student**. Additional Students will only be accepted by prior agreement. See also Paragraph 4.

2.4 Only named Students will be accepted for training

2.5 On satisfactory completion of the course and payment of invoice MAEL will provide relevant course certificate for each Student. See also Clause 5.

3. **RESPONSIBILITIES**

3.1 BUYER will be responsible for ensuring that its Students work in accordance with MAEL's instructions oral, written or otherwise displayed, and that said Students undertake, as regards any duty or requirements imposed on MAEL or any other person by or under any of the relevant statutory provisions, to co-operate with such persons so far as is necessary to enable that duty or requirement to be performed or complied with. In particular BUYER's Students are expected to familiarise themselves with the fire and emergency building evacuation procedure.

3.2 BUYER will be responsible for all costs incurred by its Students during periods of training including accommodation, meals, transportation and any subsistence allowances.

3.3 BUYER will be responsible for airfares, 4* hotel accommodation with internet access, local transport to and from training location, airport transfers, daily per diem (£60 per day), (where applicable) for MAEL Training Personnel.

3.4 BUYER agrees to permit (and cover all costs for) audits of training to be carried out as required by the UK Civil Aviation Authority (CAA) or other bodies as appointed by the European Aviation Safety Agency (EASA).

3.5 If BUYER cancels the course the following charges will apply:

Full days between receipt of cancellation notice and course start date	Cancellation fee as percentage of the contract price
0-4	100%
5-29	80%
30-59	50%
60-89	30%
90-179	10%
180 +	None

If the course is cancelled by BUYER then all associated costs that have already been arranged and are non-refundable (e.g. flights etc for the instructors) will still be charged.

4. CHARGES

4.1 For the service provided under Clause 2 MAEL will charge BUYER as follows:

4.1.1 The sum of **AS AGRRED + VAT** Sterling for up to **X Student (S)**

4.1.2 All references to sums of monies herein are exclusive of any value added tax or any other tax or duty that may arise or be payable in respect of the provision of the training under this AGREEMENT.

5. SETTLEMENT OF ACCOUNT

MAEL will invoice BUYER prior to commencement of the training and the BUYER will remit payment of 100% of cost 7 days prior to commencement of training in Pounds Sterling to the credit of MAEL Account Number 68613318 at National Westminster Bank Plc, Brunswick Gate, 23 Brunswick Place, Southampton, SO15 2AG. Course certificates will only be issued on payment of invoice and completion of the training.

6. FORCE MAJEURE

6.1 Both parties will be exempt from liability in respect of any failure to perform their respective obligations under this AGREEMENT arising from any of the following causes:

6.1.1 Labour disputes involving complete or partial stoppage of work or strikes threatened or actual.

6.1.2 Force Majeure or any other cause beyond its control including but not limited to governmental interference direction or restriction supervening illegality, war, civil commotion or fire, flood or epidemics.

PROVIDED THAT the party seeking to rely on this Clause shall have promptly notified the other of the cause and probable duration of the failure and shall use its best endeavours to minimise the effects thereof.

7. INDEMNITY

BUYER will indemnify and hold harmless MAEL its servants agents and sub-contractors from and against any and all claims howsoever arising and of whatsoever nature and whether in contract or tort in respect of the training provided under this AGREEMENT excepting that caused by wilful misconduct or wilful breach of duty on the part of MAEL its servants, agents and sub-contractors.

8. INSURANCE

The BUYER will ensure that all Students attending the MAEL courses are fully insured against person injury and/or death and damage to person possessions. In the event any Student who attends MAEL without such insurance, then MAEL will provide such insurance and invoice the BUYER thereof.

9. DISCLAIMER

It is the BUYER's responsibility to ensure that nominated Students are at a pre-requisite standard to allow them to benefit from the specified training. MAEL shall not be held responsible by BUYER for any Students who fail to respond to the training or who fail to achieve the required standards as set down in the training course. BUYER agrees to remain liable for the costs associated with the above including but not limited to the charges as detailed in Clause 4 hereof.

10. CONFIDENTIALITY

10.1 Unless otherwise agreed, this AGREEMENT and all information including proprietary information becoming available or coming into the possession or knowledge of either party by virtue of this AGREEMENT or its performance shall at all times be treated by the parties hereto as confidential and shall not be published, disclosed or circulated except (and only insofar as it is necessary) in connection with the performance by the parties hereto of their obligations under this AGREEMENT or for the purpose of legal proceedings relating thereto:

10.2 Both parties shall ensure that the undertaking contained in this Clause shall be brought to the notice of all employees, servants and agents engaged upon work in connection with this AGREEMENT.

10.2 The obligation of the parties under this Clause shall survive and continue after the discontinuance, termination or cancellation of this AGREEMENT or any part thereof and shall be binding on authorised assignees and successors in title of the parties hereto.

11. NOTICES

Please be advised that we are committed to providing the practical training and believe it is appropriate and courteous to advise our customers that whilst plans are implemented we are at the mercy of the aircraft operators, Mother Nature and technical reliabilities that on occasion prohibit aircraft availability and access. Notwithstanding the aforementioned possibilities we always look for alternative solutions that result in completion of the practical training.

This contract is valid for 30 calendar days from the issue date; failure to return within the 30 calendar days will render this contract invalid.

Any notice required to be given to this agreement shall be duly given if sent by Email, Air Mail Letter, Fax or Telex and addressed in the case of BUYER to:

Engineering Training Manager
Monarch Aircraft Engineering Limited
Engineering Training Department
Prospect Way
London Luton Airport
Luton
Bedfordshire
LU2 9QH
ENGLAND

Telephone Number: + 44 (0)1582 398384
Fax Number: + 44 (0)1582 720727