



**1st Joint Industry-Authority
Workshop on the
Implementation of the Air OPS
Regulation (EU) No 965/2012**



Inspectie Leefomgeving en Transport
Ministerie van Infrastructuur en Milieu

CAA-NL LEASING

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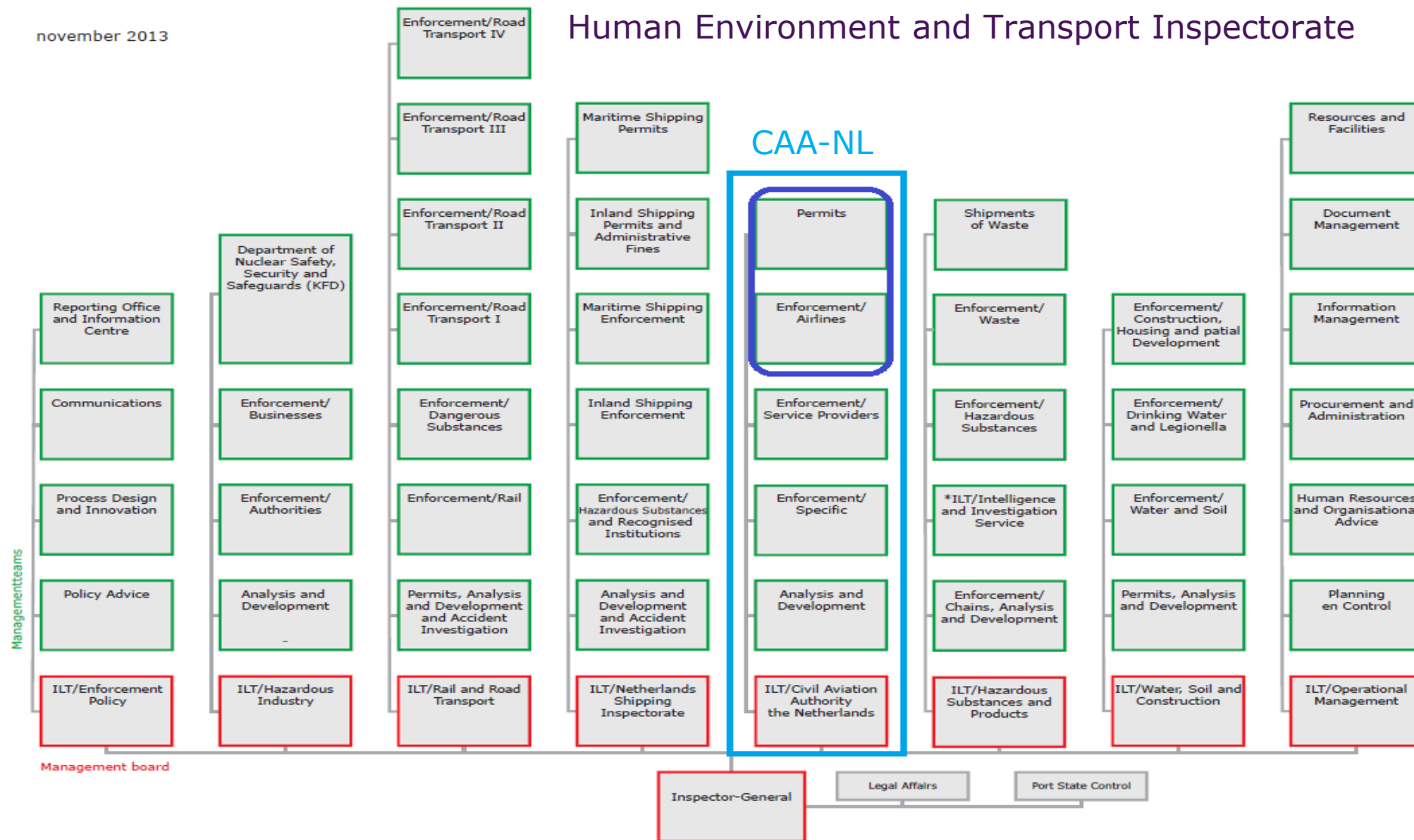
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19-03-2014



november 2013

Human Environment and Transport Inspectorate





Topics of presentation

- The CAA-NL 2010 Guideline (AIC-B)
ICAO, EU Regulations 3922/91 (EU-OPS) and 1008/2008 (Leasing)
- Compliance with Regulation 965/2012 (AIR-OPS) as of 28 October 2014
 - Wet Lease-in (aircraft and crew)
 - EU Operators
 - Third Country Operators
 - Short term Wet lease-in
 - Wet lease-out (aircraft and crew)
 - Dry Lease in/out (aircraft without crew)
 - Ad hoc Dry Lease ("Interchange")



Wet Lease-in



Wet Lease-in EU Operators (1)

Regulation 1008/2008 (article 13)

EU operators may **freely** operate wet-leased aircraft registered within the community

- ➡ except where this would lead to endangering safety

ORO.AOC.110 Without prejudice to Regulation 1008/2008

Any lease agreement concerning aircraft used by an operator (..) shall be subject to prior approval by the authority

Prior wet lease-in approval dead letter for EU operators?

- EU operator has valid AOC by a Member State
- Endangering safety is level 1 finding (revoke/limit AOC)?
- No legal justification for non-approval of lease?





Wet Lease-in EU Operators (2)

- Current CAA-NL policy (EU-OPS 1.035):
 - Indirect prior approval on “Wet lease procedure”
 - EU operator is considered as subcontractor for air services.
- Adopt indirect prior approval to AIR OPS, demonstrate to CAA-NL:
 - how Dutch operator accepts EU operators (Operations Manual),
 - including framework agreement, safety considerations and
 - compliance monitoring.
- Rationale: If an operator has a mature and effective Management System, it will tend to seek matching contractors (AIR-OPS: contracting in ORO.GEN.205b).





Wet Lease-in EU Operators (3)

Approved “lease agreement” procedure in the Operations Manual:

- No “pre-approval” of EU operators. Dutch operators may use a shortlist of preferred and/or less preferred EU Operators.
- Notification to CAA-NL by e-mail effectuates approval.
- No objection if:
 - the approved procedures covers the Wet lease-in:
 - the AOC of the EU lessor contains the areas of operations;
 - the aircraft is leased-in with complete crew.





Wet lease-in Third Country Operators



Wet lease-in Third Country Operators

Only allowed in three circumstances (Regulation 1008/2008 article 13)

- exceptional needs (2x 7 months); or
 - seasonal capacity needs; or
 - operational difficulties.
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- “The EU operator demonstrates to the satisfaction of the competent authority that all safety standards equivalent to those imposed by Community or national law are met.”
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- Assessment of lease agreement, lease is limited in time.
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- CAA-NL may refuse or limit Wet lease-in following results of safety assessments, ramp inspections or other safety issues.



Third Country Operators - Safety assessment

- The Dutch operator shall audit the Third Country Operator and demonstrate equivalent safety standards (ORO.AOC.110c)
- Safety requirements listed in AMC1 ORO.AOC.110c.
- Audit compliance statement on the PART-ORO safety objectives.
 - Flight Time Limitation scheme(s)
 - Operating procedures
 - Results of safety assessment
- The audit can only be performed by an operator with use of an CAA approved Lease Audit Program.





Seasonal capacity needs



Third Country Operators - market access restrictions

- Regulation 1008/2008 article 13:
 - Avoid 'excessive' lease of aircraft registered in third countries;
 - Only if it is not "possible" or "reasonable" to lease EU aircraft.
- "Reasonability": Operator's economic or commercial considerations.

CAA-NL considers:

- the nature of the need and its expected duration;
- seasonal capacity needs;
- compared to the total capacity of aircraft used by the Dutch operator.





Operational difficulties



Operational difficulties - Short term Wet lease-in

“White list”: Pre-approval of third country operators

- Dutch operator demonstrates EU equivalent safety standards:
Audits by third party providers are not accepted, but
audit reports on “white listed” operators may be shared
by several Dutch operators (audit pooling)
- Notification by e-mail to CAA-NL effectuates approval:
 - Statement why EU aircraft cannot be leased;
 - Lease-in only with complete crew;
 - Flight- and Duty times are not less restrictive;
 - Duration of lease strictly limited.





Wet lease-out



Wet lease-out

- No prior approval needed (1008/2008 and ORO.AOC.110.f):
 - Lease-out with complete crew;
 - only to operators (with AOC issued by an ICAO Member State);
 - prior notification to CAA-NL by E-mail.
- However CAA-NL approval is required for training programmes and syllabi if lessee's cabin crew or procedures are used ("Damp lease")
- The operator shall have procedures for managing any changes regarding the Wet lease-out i.e. operational or environmental differences (see ORO.GEN.130(c) Changes).



Dry lease-in Third Country aircraft

EU OPS 1.180 / ORO.AOC.100(c)(2) All aircraft operated have a certificate of airworthiness in accordance with Regulation (EC) No 1702/2003 (748/2012).



Dry lease-in Third Country aircraft

ORO.AOC.110 (d) Dry lease-in aircraft registered in a third country.

Market access restrictions added (Similar to 1008/2008)

- Operational need cannot be satisfied through EU aircraft;
- dry lease-in does not exceed 7 months (in 12 consecutive months);

Demonstrate compliance with Regulation (EC) 2042/2003:

- ❖ Opinion 06/12: incompatible with EU-OPS 1.180(a)(1)
- ❖ No provisions yet for third country aircraft (SubPART-T)
- ❖ What are the 'applicable requirements'?

Clarification on leasing before 28 October 2014





Dry lease-out to Third Country Operator

- Dutch (PH) Registration, remove from AOC.
 - CAA-NL approved lease agreement;
 - PART-M and PART-145 shall apply;
 - Dutch operator continues CAMO activity/approved AMP.

- Regulatory safety oversight delegated to third country:
 - Transfer of oversight on AOC operations (ICAO Annex 6);
 - Including agreements on continuing airworthiness (MoU);
 - No transfer of airworthiness responsibilities (ICAO Annex 8).

 - PART-FCL is not applicable (4b Regulation 216/2008);
 - National ICAO Annex-1 “Block validation” for foreign licences;
 - Aircraft not to be used by an EU operator.



Ad hoc Dry Lease ("Interchange")



Ad hoc Dry Lease (1)

Special Dry lease Agreement between two Dutch operators.

Two AOC's, aircraft flown with own flight crew and procedures:

'Primary operator': perform all Continuing Airworthiness activities

'Secondary operator': subcontract CAMO tasks to Primary operator

Taylor made lease agreement:

- Same aircraft type and variant of the airline's own fleet
- The layout and equipment of the aircraft shall be equivalent
- Flight crew converted to and current on the type of aircraft
- Defined use of Technical log, dispatch, MEL procedures etc.
- Provisions for operational differences (AOC's, OPS SPECS)



Ad hoc Dry Lease (2)

Change Management (procedures manual):

- Securing operations (Joint Flight Ops board);
- Securing configuration (Joint Aircraft Specification board);
- Securing continuing airworthiness (ATL, AMP, SB, AD);
- Aircraft delivery / redelivery and maintenance;
- Legal, insurance and commercial aspects;
- Handling of incidents, accidents, damage, ERP.

Aircraft transfer through a dual signed form:

- OCC/MCC briefing of the aircraft
- Dispatch requirements ATL and MEL
- Signed by operational/technical officials

INTERCHANGE FORMALISATION		NAME	SIGNATURE
AT DELIVERY	PRIMARY		
	SECONDARY		
AT RE-DELIVERY	PRIMARY		
	SECONDARY		



Thanks for your attention

Publication:

Aeronautical Information
Circular Series B 05/10
(02 DEC 2010)

Questions?