

European Union Aviation Safety Agency

General Conditions and Terms of Payment



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1 INTRODUCTION

1.1 Scope

These General Conditions and Terms of Payment apply to the certification tasks the European Union Aviation Safety Agency, hereinafter “the Agency”, carries out and for the services it provides.

They also apply to all fees and charges levied by the Agency under Commission Implementing Regulation (EU) 2019/2153¹ as compensation for the certification tasks it carries out and for the services it provides and form an integral part of an invoice.

No stipulation, representation or warranty made or attempted to be made at any time by either the Applicant or the Agency shall vary, modify, or counteract these General Conditions and Terms of Payment. No variation in these General Conditions and Terms of Payment shall be valid unless agreed in writing by the Executive Director of the Agency.

If any part or parts of these conditions are held to be invalid, such invalidity shall not alter the validity of any other part or parts of the same, and each clause and each sub-clause shall be capable of independent existence.

1.2 Treatment of personal data

The Agency shall process the personal data of the Applicants in accordance with Regulation (EU) 2018/1725² on the protection of individuals about the processing of personal data by the Community institutions and bodies and on the free movement of such data.

In the framework of the performance of its tasks EASA shall treat, retain, use the personal data and shall transmit it to its own offices and National Aviation Authorities and Qualified Entities for the purposes of carrying out the certification tasks entrusted to it and the services it provides. This relates in particular to the acceptance of applications, the activities of accounting, billing and auditing, security, administration and legal, systems testing, maintenance and development, statistical analysis and ensuring compliance with legal and regulatory obligations applicable to the Agency, without prejudice to possible transmission to internal audit services, to the Court of Auditors, or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the European Union.

The data shall be kept for no longer than is necessary for the purposes indicated above, for which they were collected. These data may, however, be kept for a longer period for historical, statistical or scientific purposes, without prejudice to any other provision of Regulation (EU) 2018/1725.

In accordance with Regulation (EU) 2018/1725, Applicants (data subjects) have the right to obtain access to and rectification of their personal data upon request to EASA Applicant Relations (applicant.services@easa.europa.eu).

¹Commission Implementing Regulation (EU) 2019/2153 of 16 December 2019 on the fees and charges levied by the European Union Aviation Safety Agency, and repealing Regulation (EU) No 319/2014 (OJ L 327, 17.12.2019, p. 36–65)

² Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 December 2018 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39–98)

Data subjects may also, under certain circumstances, ask to have these data blocked and for the erasure of data about them which they consider having been unlawfully processed. Finally, they have the right to object, on compelling grounds, to the processing of their data.

Data subjects shall address any queries concerning the processing of their personal data to the Agency at the following address: dpo@easa.europa.eu. Should data subjects believe that his or her rights have been infringed as a result of the processing of personal data, they can lodge a complaint with the European Data Protection Supervisor.

1.3 Electronic submission of decisions

The Agency shall send all correspondence and decisions related to the application and the resulting certificate/approval, including decisions related to amendments, limitations, suspensions and revocations, in electronic form to the e-mail address identified by the Applicant for this purpose in the application form. The Applicant shall timely inform the Agency of any changes to this e-mail address.

Where EASA uses the “Request a Read Receipt” or similar function provided by an email software, the Applicant agrees to respond to it accordingly.

2 GENERAL

2.1 Definitions

For the purpose of this General Conditions and Terms of Payment:

“EASA Basic Regulation” shall mean Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending Regulations (EC) 2111/2005, (EC) 1008/2008, (EU) 996/2010, (EU) 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) 552/2004 and (EC) 216/2008 of the European Parliament and of the Council and Council Regulation (EEC) 3922/91 (available from <http://easa.europa.eu/regulations>).

“Regulation (EU) 2018/1725” shall mean Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 December 2018 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (available from <https://eur-lex.europa.eu>).

“Regulation (EU) 2019/2153” shall mean Commission Implementing Regulation (EU) 2019/2153 of 16 December 2019 on the fees and charges levied by the European Union Aviation Safety Agency, and repealing Regulation (EU) 319/2014 (available from <http://easa.europa.eu/regulations>)

“Applicant” shall mean a person, business, trust, or organization that has the legal standing to enter into a contract, take on an obligation, and assume responsibility for its actions.

2.2 Eligibility check and acceptance of the application

Acknowledgment of receipt e-mails automatically generated and dispatched by Agency's tools, (e.g. Applicant Portal) shall not represent the Agency's binding acceptance of an application.

A formal application acceptance will be communicated to the Applicant following a positive application eligibility check.

3 PAYMENTS

3.1 General

The issuance, maintenance or amendment of a certificate or an approval shall be subject to prior payment of the full amount of the fee due, unless the Agency decides otherwise after due consideration of financial risks.

An Applicant shall pay the amount due in full, including any bank charges related to the payment, within thirty (30) calendar days from the date on which the invoice is notified to the Applicant. The notification date shall be the invoice date.

Should an Applicant request clarification about the content or cost breakdown of an invoice, this request shall not suspend the payment period. In case the Applicant's request finally leads to a correction of the invoice, the invoice shall be credited and the paid amount shall be reimbursed or offset against a new invoice.

Payments shall be deemed to have been made on the date on which the Agency's account is credited. Payments can exclusively be made by bank transfer in EURO to the bank account indicated on the invoice. All payments should bear the EASA invoice number, to ensure that the payment is identified and allocated to the correct account.

The Agency may return the payment, with all costs borne by the Applicant, if the invoice number(s) is/are not mentioned under the reference number on the payment or it is incorrect. In such case, the payment is deemed to not have been made yet.

3.1.1 VAT exemption

In accordance with Article 13 (1) of Council Directive 2006/112/EC on the common system of value added tax (available from <http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:347:0001:0118:EN:PDF>) EASA is not regarded as taxable person in respect of its activities and for collection of fees and charges for those activities.

3.1.2 Recovery by offsetting

Where the Applicant has claims on the Agency that are certain, of a fixed amount and due, the Agency may, after giving prior notification, effect recovery by offsetting.

3.1.3 Overpayment

Where the fees or charges have been overpaid, the overpayment may be refunded or offset against another claim of the same Applicant. The refund or offset shall be done as soon as practicable.

4 FAILURE TO PAY

4.1.1 Interest for late payment of invoices

In the event of non-payment by the due date, the Agency is entitled to charge interest for late payment on the established entitlement at the rate applied by the European Central Bank to its most recent main refinancing operations in force on the 1st calendar day of the month in which the due date falls, increased by eight (8) percentage points.

4.1.2 Measures in case of non-payment

Failing to make payment by the due date, EASA reserves the right to invoke any measures separately or together as stipulated in Articles 4, 5 and 11 of Regulation (EU) 2019/2153:

- Charge interest for each calendar day of delay;
- Require Down Payment, a bank guarantee or secured deposit;
- Reject an application;
- Terminate an application;
- Suspend or revoke a certificate.

EASA also has the right to initiate an enforced debt recovery of all outstanding amounts including late interest through a legal action.

Before proceeding with rejecting an application terminating an application, suspending or revoking a certificate the Agency shall consult the Applicant on the Agency's intended measure.

5 FEES FOR CERTIFICATION TASKS AND CHARGES FOR SERVICES OF THE AGENCY

5.1.1 Charging scheme and invoicing logic

The charging scheme as well as the invoicing logic applied with reference to the flat rates for certification tasks and services provided by the Agency are stipulated in the articles of Regulation (EU) 2019/2153.

5.1.2 Invoices issued on an hourly basis

Invoices issued on an hourly basis shall be sent:

- after the completion of the continued airworthiness billing cycle or
- at regular intervals for performed working hours and/or

- when the information concerning the costs becomes available to the Agency. This may be during and/or at the end of the project.

5.1.3 Travel costs

For those tasks which take place fully or in part outside the European Union, travel costs shall be charged in addition to any fee due.

Travel costs are billed as soon as the information becomes available to the Agency.

5.1.4 Applications Gateway Process

In case of temporary capacity shortages on the side of EASA or EASA subcontracted National Aviation Authorities /Qualified Entities, the Agency reserves the right to delay the start of the technical work for certain applications (applications gateway process). The gateway process may be applied to new applications for certification tasks/services or organisation approvals and to requests for registration of declarations.

No fees and charges are raised until the application is released from the gateway process. The applicable fees or charges shall be invoiced as effective on the date of release from the gateway.

6 INDEXATION

In accordance with Article 3 (5) of Regulation (EU) 2019/2153 the amounts referred to in Parts I, II and IIa of the Annex to the Regulation shall be indexed based on the inflation rate defined in Part IV of the Annex; the indexation shall take place each year on January 1st, starting on 01 January 2021.

The indexation rates of the amounts set out in Parts I, II and IIa of the Annex of the Regulation shall be made available on the EASA website (<https://www.easa.europa.eu/the-agency/faqs/fees-charges-faq>)

7 REJECTION OF AN APPLICATION IN CASE OF INSUFFICIENT INFORMATION

After giving due notice to the Applicant, the Agency may reject an application ninety (90) days after its submission, if the information provided is insufficient to enable the Agency's formal acceptance.

8 APPEALS AGAINST THE AGENCY'S DECISIONS TAKEN IN THE FIELD OF THE FEES & CHARGES REGULATION

Pursuant to Articles 108-109 of Regulation (EU) No 2018/1139 an appeal against decisions of the Agency taken in the field of Regulation (EU) 2019/2153 can be filed in writing to the Agency, specifying the decision being contested and stating the grounds for appeal, within two months of the notification of the decision. The Appeal Form and further information can be consulted on the EASA website: <https://www.easa.europa.eu/the-agency/other-easa-boards/easa-board-of-appeal>.

A charge as per Article 17 of Regulation (EU) 2019/2153 shall be paid upon lodging the appeal. The amounts of charges are specified in Part III of the Annex to Regulation (EU) 2019/2153.