



# Premi Air Simulation Ltd. Simulator Centre

## Operational Regulations

Valid from:  
30<sup>th</sup> March 2012.

Peter Tagai  
Managing Director



## I. General terms and applicability

These Operational Regulations are to specify the terms and conditions pertaining to the general usage of the simulator which can be found in the Simulator Centre of the Premi Air Simulation Kft. (hereinafter referred to as Service Provider) and to that of other movables operated by the company.

These Operational Regulations are to be observed by private individuals and/or legal entities benefiting from the services provided by the Premi Air Simulation Kft, and such persons shall accept those by making use of the services – by payment and receipt of the boarding cards – without any further statement.

## II. Scope of the objects and services covered by the operational regulations

### 1. Objects

The Operational Regulations shall pertain to furniture, furnishings, and decorations on the premises of the Simulator Centre and to the Boeing 737-800 NG flight simulator run by Service Provider as well as to the computers and technical equipment placed beside the simulator.

### 2. Services

The Premi Air Simulation Kft. undertakes to supply the following services with the Boeing 737-800 NG flight simulator:

- Organization of “flying” the routes advertised and planned in advance for private individuals and/or legal entities
- Arrangement of “flying” the routes different from those advertised and agreed on with the customer in advance
- Organization of flights without routes planned, so called “Free Flight”



- Organization of flights according to flight plans provided by the customer

### III. Validity of the Operational Regulations

These Operational Regulations shall be valid from the date indicated on their cover page until the cancellation. The Operational Regulations may exclusively be cancelled by Premi Air Simulation Kft.

#### Method of publication

- The Premi Air Simulation Kft. shall place the printed original of the Operational Regulations in the Simulator Centre, on the premises of the service supply, and on its web site.
- The date of preparation, the starting date of validity and the name of the Managing Director of the Kft. are indicated on the cover page of the Operational Regulations.

### IV. Customer's rights and liabilities

Customer shall have the right to take over the Service Provider' technical equipment and facilities according to their proper use if he has booked in advance – in due time – and received a positive respond to his booking, paid the countervalue for the use of the simulator and received the Boarding Card filled in.

Customer shall be entitled to the services and equipment published by the service provider without any deficiency and in a condition suitable for perfect operation. Customer shall also be entitled to the services in case of any possible breakdown or imperfect operation of the Simulator providing that Service Provider informed Customer at least 30 minutes earlier before making use of Services.



Customer may record his complaints not settled on the location of the Services in the Complaint Book placed in full view of customers at the Check-in desk. Service Provider shall investigate any complaint recorded and notify Customer – providing he has given his contact details – of the outcome of the investigation without delay. Furthermore, Customers may submit their complaints to the locally competent Authority for Consumer Protection, however, Service Provider shall do his best to ensure that Customers are satisfied with Services and any possible customer complaint is remedied in a satisfactory manner on the spot.

Customer shall pay in full for any material loss caused to Service Provider, irrespective of its value. In case of any intentional tort or damages arising from improper use as well as in case of abuse of the name of the Service Provider a criminal report shall be filed by Service Provider. Customer shall not be exempted from such criminal report even by payment for damages.

Customer shall compensate for the Service Provider's loss, whether it has been caused intentionally or by improper use, if the damage may not be recovered until the arrival of the following Customer and for this reason the request for services is cancelled. The tortfeasor shall also reimburse the Service Provider's income lost as a consequence of the tort.

Customer shall arrive at the Simulation Centre to use the Services in tidy and clean clothes and meet the common hygienic requirements.

## V. Rights and liabilities of Service Provider

Service Provider shall be entitled to request Customer for the prices published payable for the Service Supplier. In addition, he may determine the method of payment by Customer.



Service Provider shall have the right to reject the Customer's request if such rejection is justified by the technical condition and/or the occupancy of the equipment. In case of rejection of the order Customer shall have no legal ground to claim for material and/or moral damages.

Service Provider may supply services of full value in case of defects occurred in the Simulator or in the technical equipment prior to the Service supply if Customer has been informed of such a failure beforehand. If Service Provider has informed Customer on the existence of such defects, Service shall be considered of full value.

Service Provider shall ensure with all reasonable means that the condition of furniture is preserved and the Services are technically improved.

Service Provider shall supply Services in compliance with the terms as published, including the justifiable demands of Customer in respect of the duration of the Service supply.

Service Provider shall be entitled to claim for damages if Customer causes damage in the equipment, decorations or furniture owned by Service Provider and if Customer prevents Service Provider from supplying Service. Such a claim for damages may be submitted irrespective of the amount of the damages. Damages shall be assessed by taking into consideration the direct damage and the additional losses arising from the cancellation by the following Customers.

Service Provider shall publish information on any changes made in the Operational Regulations or in Services on his web site: <http://www.repulogepszimulator.hu>

Service Provider shall have the right to suspend, reject or interrupt the Service supply if he considers that it may impose direct or indirect hazard on the recipient of the service and on the person engaged in the service supply.



## VI. Use of the Simulator

Any private individual or legal entity that has been informed on the terms of the proper use before and accepted such terms shall be entitled to use the simulator, technical equipment and furniture.

Persons under the age of 14 may exclusively use the equipment owned by Service Provider in the presence of an accompanying adult in such a way that prior to the Service supply the guardian shall declare that he has

become acquainted with the Operational Regulations, takes payment and liabilities for damages upon himself and considers such liabilities obligatory for himself.

No other than equipment in technically good condition may be offered by Service Provider and used by Customer. Both Service Provider and Customer shall do their best to ensure that the equipment preserves its original condition in the course of the use of the service.

Equipment and furniture may exclusively be used in clothes suitable for the activity.

While using the Simulator it is **FORBIDDEN** to take in any device suitable for recording Images and/or Sounds (including mobile phones supplied with a camera with resolution higher than 1 Mega pixel) without the preadmission of Service Provider. In addition, such devices may exclusively be used on the whole premises of the Simulator Centre with the preadmission of Service Provider. The written permission for the use such devices granted by Service Provider shall be equal to the Photo Ticket which may be purchased at the Check-in desk before the use of Service. The Photo Ticket allows Customer to take **still pictures** while using the equipment. Video or sound recording or any other media activity not closely relating to the use of the Simulator shall be subject to a special agreement with Service Provider.



VII. Reservation request for Simulator and cancellation, modification and suspension of the reservation request

Customer may make a reservation by sending the request to any of the contact addresses published to the service provider (through e-mail on the telephone or by filling in the Check-in form on the web site [www.repulogepszimulator.hu](http://www.repulogepszimulator.hu)). The reservation request shall exclusively be valid upon the positive confirmation by the service provider.

Service Provider may make suggestion modifying the time intended to be reserved by Customer if the Simulator has been reserved for the particular time or if its justified by technical, personal or any other conditions beyond the control of the Service Provider, and providing that Service Provider notified Customer at least 24 hours earlier before the service use intended without giving legal ground for Customer to submit a claim for damages.

Service Provider may cancel, modify or suspend the reservation if he considers – in a manner detailed above - that the Service supply will bring about direct or indirect danger and he thinks that the further service supply might cause serious damage for the service provider (computer system, control devices and other tools, furniture and decorations related to the simulator and owned by Service Provider).

Customer shall indicate his intention related to cancellation or possible request for postponement at least 24 hours earlier before the Service use. If he fails to indicate such intention within 24 hours, or if he is unable to arrive at the Simulation Centre on time, however, if on the same day there is a free point of time available which is also suitable for Customer, Service Provider shall treat the reservation in a flexible manner and modify the reservation time. If there is no time available which is also suitable for Customer and for this reason Customer cancels his reservation (within 24 hours preceding the time of the Service supply), Service Provider shall repay the 50% of the reservation fee for Customer. In case of cancellation and request for postponement Customer has no right to claim for material or moral damages.



If Customer leaves the Simulator or suspends or interrupts the Service use (phone call or for any reason other than toilet breaks) Service Provider may not be obligated to extend the time of the Service used up by Customer or to postpone the Service. In case of interruption for health reasons or toilet breaks Service Provider shall reserve the right to judge the possibility of the postponement at his own discretion. In case of any interruption or suspension initiated by Customer Service Provider may not be obligated to repay the price of the Service, and Customer shall have no right to submit any claim for material or moral damages.

The defects hindering the Service use or those making the interruption of the Service supply justified are as follows: malfunction of monitors and control devices, defect of complete panels and power cut. Failure of a switch or instrument, EFIS defect on one side, CDU failure, defects of asymmetric speed control or control devices and indicators (e.g. running gear indicator) shall be treated in a manner different from the above.

## VIII. Service fees

Customer shall pay the countervalue of Service in full in a way specified by Service Provider in advance within the time limit.

Service Provider shall publish the prices payable for the Service use and other related costs on his web site (<http://www.repulogepszimulator.hu>) as well as in the Simulator Centre operated by Service Provider. If the prices published on the website and those displayed in the Simulator Centre differ from each other, the prices indicated in the Simulator Centre shall prevail.

Service Provider shall sustain the reservation received for a period of 48 hours, and within such period Customer shall settle the service fee in person in the Simulator Centre or with payment in the bank or by bank transfer, which will finalize the reservation. By using the contact details indicated in the preliminary reservation Service Provider shall give the information required for transfer and payment in the bank.





Within 48 hours preceding the time of the flight no other payment method than cash on the spot shall be possible.

## IX. Company data and contact details

### 1. Service provider

Name: Premi Air Simulation Kft.  
Registered office: 2943, Bábolna, Dr. Köves János utca 2.  
Managing Director: Péter Tagai

### 2. Location of the Service supply: Simulator Centre

Address: 9024, Győr, Vasvári Pál utca 1/a  
E-mail address: [info@repulogepszimulator.hu](mailto:info@repulogepszimulator.hu)  
Web site: <http://www.repulogepszimulator.hu>  
Phone number: +36-20/4000-737

### 3. Contact details of the competent Authority for Consumer Protection:

Győr-Moson-Sopron County Government Office Inspectorate for  
Consumer Protection

Director of the Inspectorate: Dr. Zsolt Szopka  
Address: 9022, Győr, Türr István utca 1.



## X. Closing provisions

These operational regulations (valid with the indication of the initial date and signature of the Managing Director) shall be available on the web site of the Service Provider (<http://www.repulogepszimulator.hu>) and on the premises of the Service supply. If there is any discrepancy – in case of the agreement of the date and signature – the rules included in the variant available in the Simulator Centre shall govern.

Győr, 29 March 2012