



European Aviation Safety Agency
Rulemaking Directorate
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Brussels, 2nd September 2010

Subject: 'dry lease-in' of third country aircraft by EU operators

Reference: - Regulation 1008/2008 on common rules for the operation of air services in the Community
- OR.OPS.030.AOC Leasing
- EASA NPA 2010-10 on alignment of Part-M with Basic Regulation and ICAO Annex 6

Dear Mr. Kneepkens
Jules

Per Regulation 1008/2008, a lease agreement is called 'wet' or 'dry' whether the leased aircraft is operated under the AOC of the lessor or lessee. 'Wet lease' is typically used on short notice in exceptional circumstances. 'Dry lease' agreements are used more frequently and for a longer period of several months.

The leisure industry is faced with an inherent seasonal demand for aircraft capacity. To manage these seasonal effects on a yearly basis, operators 'dry lease-in' additional aircraft during the summer and/or 'dry lease-out' surplus aircraft during the winter. Since the entire EU Community is subject to the same summer-winter seasons, EU operators also 'dry lease-out' EU aircraft to third country operators or 'dry lease-in' third country aircraft.

Unfortunately, it appears that the latter may no longer be possible. Part-T CASE 1 of NPA 2010 states that a 'dry lease-in' of a third country aircraft by an EU operator is not compatible with OR.OPS ? Indeed, OR.OPS is only specific about 'wet lease-in' of a third country aircraft of 'dry lease-out' to a third country operator, both under a third country AOC.

IACA is of the opinion that it does not make sense to prohibit 'dry lease-in' of a third country aircraft whilst allowing 'wet lease-in' of the same. The 'wet leased-in' aircraft is maintained and supervised by third country staff using third country procedures. For the generally longer 'dry lease-in', both from a safety and an economical point of view, it is preferable that the third country aircraft is supervised by a CAMO-T, maintained by a Part-145 and overseen by the NAA of the EU operator.

This is in line with the requirements of CASE 3 of NPA 2010 for a third country aircraft used by an EU operator.

Accordingly, the Part-T CASE 1 shall hold a CofA in accordance with Part-21 or ICAO Annex 8 or the third country CofA shall be accepted based on bilateral agreements between the EU and third countries; consequently 'dry lease-in' of a third country aircraft by a EU operator is no longer incompatible.

IACA hereby kindly ask you to review and amend Part-OPS and Part-M to support the continued safe operation by EU operators of 'dry leased-in' third country aircraft.

Yours sincerely

Erik Moysen
Director Technical & Operations