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1 General

1.1 Please list and briefly describe the principal legislation and regulatory bodies which apply to and/or regulate aviation in your jurisdiction.

Most of aviation-related legislation is harmonised on the level of the European Union, of which Austria is a Member State. Next to EU legislation, the main legislative act applicable in Austria is the Austrian Aviation Act and several federal regulations, providing provisions relating to the aircraft register and aircraft operation.

The competent authorities in Austria are the Austro Control GmbH and the Ministry of Climate Protection, Environment, Energy, Mobility and Technology.

1.2 What are the steps which air carriers need to take in order to obtain an operating licence?

The relevant provisions are set out in EU Regulation No. 1008/2008 on common rules for the operation of air services in the Community. Pursuant to Art. 4 of this regulation, the following needs to be fulfilled:

- the principal place of business must be located in a Member State;
- the carrier must hold a valid Air Operator's Certificate issued by a national authority of the same Member State whose competent licensing authority is responsible for granting, refusing, revoking or suspending the operating licence of the Community air carrier;
- the carrier has one or more aircraft at its disposal through ownership or a dry lease agreement;
- the carrier's main occupation is to operate air services in isolation or combined with any other commercial operation of aircraft or the repair and maintenance of aircraft;
- the carrier's company structure allows the competent licensing authority to implement the provisions of the respective regulation; and
- Member States and/or nationals of Member States own more than 50% of the carrier and effectively control it, whether directly or indirectly, through one or more intermediate undertakings, except as provided for in an agreement with a third country to which the Community is a party.

In addition, certain financial needs, insurance requirements and provisions as to good repute need to be complied with.

1.3 What are the principal pieces of legislation in your jurisdiction which govern air safety, and who administers air safety? Does this legislation adequately cover all the issues which tend to arise in your jurisdiction, or do you feel that certain amendments or additional laws would be desirable?

Pursuant to Art. 120 of the Austrian Aviation Act, air safety (*Flugsicherung*) is administered by Austro Control GmbH as the responsible authority, as far as European Regulations do not delegate such tasks to EASA, the European Union Aviation Safety Agency, or other authorities.

The main legislative framework is set out in the Single European Skies ("SES") Regulations, in particular, the EU-Regulation No. 550/2004 as amended by EU-Regulation No. 1070/2009, the EU-Commission Regulation No. 923/2012 ("SERA Regulation"), as well as No. 2015/320 ("ATCO Regulation"). On a national level provision, air safety is regulated in the Austrian Aviation Act as well as further regulations and ordinances by the relevant authorities, such as the Air Traffic Rules 2014 (*Luftverkehrsregeln 2014*).

The European legislative framework provides a very comprehensive set of rules in this regard and the Austrian national laws play a rather subordinated role in this field of law.

1.4 Is air safety regulated separately for commercial, cargo and private carriers?

There is no difference in regulation between commercial, cargo and private carriers.

1.5 Are air charters regulated separately for commercial, cargo and private carriers?

No, they are not regulated separately.

1.6 As regards international air carriers operating in your jurisdiction, are there any particular limitations to be aware of, in particular when compared with 'domestic' or local operators? By way of example only, restrictions and taxes which apply to international but not domestic carriers. Does the *status quo* tend to create an aviation market which is sufficiently competitive and open?

Air carriers based in the European Union operating under an operating licence under EU Regulation No. 1008/2008 on common rules for the operation of air services in the

Community are treated in the same way as Austrian air carriers. Third-country operators ("TCO") need to apply for a TCO Authorisation with the European Union Aviation Safety Agency ("EASA") in accordance with the procedure outlined in Commission Regulation No. 452/2014 air carriers.

Foreign air carriers also need to be nominated by their local governments as designated airlines under possibly applicable Air Treaties (typically bilateral treaties). Such treaties might contain restrictions with regard to cabotage; however, due to the fact that Austria is a very small country, cabotage flights are rather irrelevant for foreign air carriers.

The unified system for TCOs to apply for a TCO authorisation with EASA makes the European market very accessible for foreign airlines, as only one permit must be applied for it to be recognised by all EU Member States. Austria recognises its geographically central position and is committed to the destination of Vienna being a hub, which is why we believe the Austrian market embraces international carriers flying to this destination.

1.7 Are airports state or privately owned? Are there any plans to alter this position?

Regional airports are mainly state-owned, usually with a combination of the regional state and city stakeholders. The regional airport of Klagenfurt was privately owned until 2023, and was renationalised, being now fully state-owned. Vienna International Airport, Austria's main airport, is a listed stock corporation and is currently 40% state-owned (city of Vienna and lower Austria) with 60% stock traded on the stock exchange.

1.8 Do the airports impose requirements on carriers flying to and from the airports in your jurisdiction?

There are no specific Austrian requirements imposed by airports on carriers. The carrier is required, based on its state of registration, to comply with the air laws applicable by international treaties or European regulations, and will need an allocated time slot for landing and take-off. As in other jurisdictions, carriers will need to pay the applicable airport charges.

1.9 What legislative and/or regulatory regime applies to air accidents? For example, are there any particular rules, regulations, systems and procedures in place which need to be adhered to? Do you believe that there are any changes which would be of benefit to the existing regime?

Air Accidents are mainly regulated by the Austrian Accident Investigation Act (*Unfalluntersuchungsgesetz* – "UUG") and EU Regulations No. 56/9 and No. 996/2010. Furthermore, in cases of injuries or death of persons, criminal proceedings will be initiated by the Federal Criminal Prosecution.

Passenger liability for air accidents are mainly governed by the international regime of the Montreal and Warsaw Conventions.

1.10 Have there been any recent cases of note or other notable developments in your jurisdiction involving air operators and/or airports?

Air operators and airports in Austria also need to comply with the sustainability requirements being currently established by EU regulations, such as Regulation No. 2023/2405 ("ReFuelEU Aviation") aiming at increasing the use of sustainable aviation fuels ("SAF") as well as other measures to reduce carbon emissions. The difficulty air operators and airports are facing in this regard is the limited availability of SAF.

1.11 Are there any specifically environment-related obligations or risks for aircraft owners, airlines, financiers, or airports in your jurisdiction, and to what extent is your jurisdiction a participant in (a) the EU Emissions Trading System (EU ETS) or a national equivalent, and (b) ICAO's Carbon Offsetting and Reduction Scheme for International Aviation (CORSIA)?

Austria is part of the European Union and is a participant in the EU ETS as well as ICAO's CORSIA programme.

2 Aircraft Trading, Finance and Leasing

2.1 Does registration of ownership in the aircraft register constitute proof of ownership?

No, the Austrian Aircraft Registry is an operator-based registry, meaning that the owner is not registered in the Registry. Only the operator is registered and can apply for changes in the registry, and in particular, also registration and deregistration of aircraft. However, the owner must be notified to the Austro Control GmbH as the relevant body administering the Registry, and certain changes in the Registry will require that ownership and the proper chain of transfer is disclosed to the authority.

2.2 Is there a register of aircraft mortgages and charges? Broadly speaking, what are the rules around the operation of this register?

There is no register for aircraft mortgages and charges. Austria has also not ratified the Cape Town Convention on International Interests in Mobile Equipment, which is therefore also not applicable.

2.3 Are there any particular regulatory requirements which a lessor or a financier needs to be aware of as regards aircraft operation?

There are no specific rules particular to the operation of an aircraft which is financed.

2.4 As a matter of local law, is there any concept of title annexation, whereby ownership or security interests in a single engine are at risk of automatic transfer or other prejudice when installed 'on-wing' on an aircraft owned by another party? If so, what are the conditions to such title annexation and can owners and financiers of engines take pre-emptive steps to mitigate the risks?

Engines are qualified as a "movable assest" and do not follow the legal status of the airframe. Title (ownership) to an engine is therefore not annexed when detached from an airframe and then installed on an aircraft owned by another party.

However, regarding security interests, a particularity of Austrian proprietary law called the "dead pledge" principle needs to be considered by financiers of aircraft registered in Austria.

This particular Austrian rule of law provides that security over a movable asset can only be created by physically handing over the asset to the secured party. The secured party may, however, also indirectly possess the aircraft, i.e. instruct a third party (which can also be the operator of the aircraft) to possess the aircraft on behalf of the secured party. If the asset is handed over by the operator (or lessee) to another party not instructed by the secured party to possess the aircraft on their behalf, then the security interest risks being eliminated.

2.5 What (if any) are the tax implications in your jurisdiction for aircraft trading as regards a) value-added tax (VAT) and/or goods and services tax (GST), and b) documentary taxes such as stamp duty; and (to the extent applicable) do exemptions exist as regards non-domestic purchasers and sellers of aircraft and/or particular aircraft types or operations?

VAT applies to supplies of goods or services which are carried out within Austria, the importation of goods from non-EU Member States, as well as to the intra-EU acquisition of goods. Taxable transactions are defined as any supply of goods or services rendered:

- by a taxable person;
- within Austria;
- for consideration (i.e. payment); and
- for purposes of the business.

"Supply of goods" is defined as the transfer of the right to dispose of tangible property as the owner, made by a taxable person to a customer, or upon the customer's instruction to a third party. Supply of goods therefore means the transfer of the right of disposal of goods.

A supply of goods is deemed to have taken place within Austria if the goods were located in Austria at the point at which the power of disposition (*Verfügungsgewalt*) was transferred. In the case of the dispatch or transport of supplies of goods, the supply is deemed to have been made from the point at which the goods are handed over to the forwarding agent.

In the context of aviation, there is only one VAT exemption in Austria; exempt transactions for aviation are the supply, conversion, repair, maintenance, chartering and hiring out of aircraft intended for use by traders who, in air transport for reward, predominantly carry out international transport or transport on routes situated exclusively abroad.

Cross-border deliveries to purchasers in Member States of the EU (intra-Community deliveries) are exempt from VAT under certain conditions. Since these are genuine tax exemptions, the input taxes associated with these deliveries can, in principle, be claimed.

These tax exemptions are, however, subject to strict requirements, with the delivering entrepreneur having to provide evidence of their compliance with these requirements to the tax authority. Where the required evidence cannot be provided, VAT must be paid on the corresponding sales transactions, irrespective of whether or not this tax can be recovered by the purchaser.

In the case of an intra-Community delivery, the invoice shall be issued without Austrian VAT but with the reference to the intra-Community supply. The VAT number must appear on the invoice. Furthermore, intra-Community deliveries are only exempt from tax in cases where the delivering entrepreneur has complied with the obligation to submit a recapitulative statement (*Zusammenfassende Meldung*) within the deadline stated in Art. 21 paragraph 3 of the Austrian VAT Act.

2.6 Is your jurisdiction a signatory to the main international Conventions (Montreal, Geneva and Cape Town)?

Austria is a signatory of the Montreal Convention, which is also implemented by EU law and therefore part of the EU *acquis*, and the Geneva Conventions. However, Austria has not ratified the Cape Town Convention, which is therefore not applicable in Austria.

2.7 How are the Conventions applied in your jurisdiction?

The provisions of the ratified conventions are directly applicable.

2.8 Does your jurisdiction make use of any taxation benefits which enhance aircraft trading and leasing (either in-bound or out-bound leasing), for example access to an extensive network of Double Tax Treaties or similar, or favourable tax treatment on the disposal of aircraft?

There are no particular benefits applicable to aircraft trading and leading transactions.

2.9 To what extent is there a risk from the perspective of an owner or financier EITHER that (A) a lessee of aircraft or other aviation assets in your jurisdiction may acquire an economic interest in the aircraft merely by payment of rent and thereby potentially frustrate any rights to possession or legal ownership or security, AND/OR (B) an operating lease of an aircraft constitutes an encumbrance or third party *in rem* interest of a lessee in the aircraft itself which prevents unilateral termination of the lease following a lessee default in accordance with its terms?

Under Austrian law, neither scenario poses a material legal risk if the lease is properly structured.

A) Risk that rent payments confer an economic or legal interest to the lessee
Under Austrian civil law, payment of rent never creates ownership, co-ownership, or any *in rem* (*dingliches*) right in favour of the lessee. Operating leases grant only contractual possession. Finance leases may create *economic* ownership for accounting purposes, but not legal title. Austrian law does not recognise doctrines under which recurring payments generate an equitable interest or restrict the owner's title. A lessee therefore cannot frustrate the owner's legal rights merely by performing the lease.

B) Risk that an operating lease constitutes an encumbrance preventing repossession
An operating lease does not constitute: a security interest; a lien; a *droit de suite*; or any third-party *in rem* right. It is a purely contractual right of use. Accordingly, upon an event of default, the lessor may terminate the lease unilaterally, provided termination is permitted under the lease terms and subject only to third-party statutory retention rights (e.g., workshops or airports under Art. 369 of the Austrian Commercial Code and Art. 471 of the Austrian Civil Code). These rights may temporarily impede physical repossession, but they do not create ownership or encumbrances over the aircraft.

3 Litigation and Dispute Resolution

3.1 What rights of detention are available in relation to aircraft and unpaid debts?

Unless otherwise agreed amongst the parties, rights of retention might exist. Art. 471 of the Austrian Civil Code applies where the retaining party has made expenses with regard to the detained object or was damaged by that object. A connectivity element is required between the object and the reason of the retention. The retaining party may refuse to hand over the object but does not have any right to sell the retained object in order to satisfy its claim.

Amongst entrepreneurs, the commercial detention right pursuant to Art. 369 of the Austrian Commercial Code applies, which goes beyond the right of retention under the Austrian Civil Code insofar as it does not require connectivity, and furthermore entitles the retaining party to sell the retained object in the same way as a lien.

3.2 Is there a regime of self-help available to a lessor or a financier of an aircraft if it needs to reacquire possession of the aircraft or enforce any of its rights under the lease/finance agreement?

A lessor remains the owner of an aircraft throughout the lease and therefore, as an owner, can at any time repossess the aircraft. A financier who holds a security interest in the aircraft may also repossess the aircraft, unless the security interest has expired due to breach of the dead pledge principle. However, rights of retention (e.g. of suppliers, maintenance companies or airports) might make it harder for the lessor or financier to repossess the aircraft if the lessor/financier does not pay the outstanding debt resulting in the detention of the aircraft.

3.3 Which courts are appropriate for aviation disputes? Does this depend on the value of the dispute? For example, is there a distinction in your jurisdiction regarding the courts in which civil and criminal cases are brought?

Austrian civil courts are competent to handle aviation disputes; depending on whether one party of the dispute is a consumer or not, either the pure civil courts or the commercial courts (which are, however, also civil courts, but only handle disputes between entrepreneurs) are competent.

Depending on the value of the claim, either the district court (*Bezirksgericht*), for claims of a value up to a total amount of EUR 15,000, or the competent regional court (*Landesgericht*), for claims of a higher value, are competent.

Civil courts do not handle criminal charges; such proceedings are subject to the jurisdiction of the criminal courts.

3.4 What service requirements apply for the service of court proceedings, and do these differ for domestic airlines/parties and non-domestic airlines/parties?

Court proceedings are initiated by filing a complaint before the competent court. Service of the complaint is then performed by the court. If the defendant is a non-domestic party, the German (officially required) version of the complaint might need to be accompanied by an official certified translation. The court will appoint a translator whose costs will need to be paid by the claimant. Depending on where the defendant is situated, the Austrian court might need to ask the local authorities or courts for legal assistance with serving the documents.

3.5 What types of remedy are available from the courts or arbitral tribunals in your jurisdiction, both on i) an interim basis, and ii) a final basis?

Before the courts or arbitral tribunals, a claim for performance, damages, injunctive relief or a declaratory motion can be made. In cases where the plaintiff fears an irreversible loss, a preliminary injunction can be filed which, however, may not anticipate the final judgment that is sought.

3.6 Are there any rights of appeal to the courts from the decision of a court or arbitral tribunal and, if so, in what circumstances do these rights arise?

Any kind of judgment can be appealed. According to section 482 of the Code of Civil Procedure (*Zivilprozessordnung* – "ZPO"), the appellate court may only decide on the basis of the content of the proceedings before the court of first instance.

An arbitral award can be contested only if it goes against the *ordre public* or if the matter decided was a matter which was not arbitrable.

3.7 What rights exist generally in law in relation to unforeseen events which might enable a party to an agreement to suspend or even terminate contractual obligations (in particular payment) to its contract counterparties due to *force majeure* or frustration or any similar doctrine or concept?

In Austrian law, several concepts exist where an unforeseen event has an effect on the performance of the parties. One needs to distinguish whether the unforeseen event is permanent or temporary.

If the event is temporary, the party which is not able to perform will be considered a delay of its performance (Art. 918 of the Austrian Civil Code). Austria applies an objective standard, meaning that it is not relevant whether that delay was caused by the performing party's default or *force majeure*. The consequence of such delay is that the other party may either insist on the performance of the contract or terminate the contract. Whatever the other party decides, the other party only has an additional claim for damages if the delay was caused by default of the performing party.

If the performance becomes impossible permanently, then Austrian law applies the doctrine of "subsequent impossibility" (*Nachträgliche Unmöglichkeit*). If the impossibility is caused by *force majeure*, then all obligations under the contract are cancelled and there is no claim for damages. If the impossibility is caused by default of either party, the non-defaulting party can either terminate the contract or claim damages for the non-performance of the contract.

3.8 Is there any trend developing towards regulatory support in civil justice for out-of-court solutions and the importance of engaging in Alternative Dispute Resolution (or similar)? If so, what (if any) are the implications for the answers in questions 3.1–3.7 inclusive?

There is no such trend.

4 Commercial and Regulatory

4.1 How does your jurisdiction approach and regulate joint ventures or other forms of partnership and/or alliances between airlines? In your opinion, are there any improvements to the existing regime which would be advisable?

The creation of joint ventures or partnerships between airlines is not regulated differently than any other joint venture of partnership. Such cooperations are typically established through (civil law) contracts subject to contract law. Some cooperations, in particular, if certain thresholds are reached or a non-EU based partner is involved, require regulatory approval from the Austrian Federal Competition Authority (*Bundeswettbewerbsbehörde*) (merger control) or the approval of the Austrian Federal Ministry of Labour and Commerce (*Bundesministerium für Arbeit und Wirtschaft*) pursuant to the Austrian Investment Control Act (*Investitionskontrollgesetz*). Anticipated changes in the ownership structure of air operators will need to be notified to the Ministry of Climate Protection, Environment, Energy, Mobility and Technology.

4.2 How do the competition authorities in your jurisdiction determine the 'relevant market' for the purposes of mergers and acquisitions?

The relevant market is determined on a case-by-case basis by looking closely at the type of activity of the concerned parties. With regard to commercial airlines, the relevant market is typically determined on the basis of the flight routes, aircraft types and additional services provided.

4.3 Does your jurisdiction have a notification system whereby parties to an agreement can obtain regulatory clearance/anti-trust immunity from regulatory agencies?

The Austrian Federal Competition Authority provides a service where the merger can be described by e-mail to POST-Anmeldepflicht@bwb.gv.at and the Authority then responds with their indication. The more details are given, the more determined the Authority's response will be. In addition, pre-notification talks can be arranged. The Authority published guidelines for pre-notification talks on their website.

4.4 How does your jurisdiction approach mergers, acquisition mergers and full-function joint ventures? In your opinion, are there any improvements to the existing regime which would be advisable?

See response to question 4.1.

4.5 Please provide details of the procedure, including time frames for clearance and any costs of notifications.

The Austrian Federal Competition Authority provides a form on its website that needs to be filled in by the parties and submitted to the authority electronically. Additionally, a fee of EUR 6,000 must be paid to the Authority by transfer to the Authority's account.

After receipt of the notification, the Austrian Federal Competition Authority has a fixed time limit of four weeks to clear the merger. If the Authority or the Federal Cartel Prosecutor, who receives a copy of the filed merger notification from the Federal Competition Authority, comes to the conclusion that the merger cannot be cleared within the four-week period or if that the merger is critical from a competition perspective, they will apply for examination of the merger (Phase II) at the Cartel Court by that time. The Cartel Court will then initiate ordinary proceedings and give both sides a chance to submit their arguments.

Parties therefore typically try to clarify with the Austrian Competition Authority in pre-notification talks or during the four-week examination phase what needs to be done in order to avoid entering Phase II. If Phase II is entered, the time until clearance (if at all) is not foreseeable.

Regarding approval from the Federal Ministry of Labour and Commerce under the Austrian Investment Control Act, a written request for approval needs to be filed immediately after the contract was signed or in case of a public tender immediately after the intention to make an offer has become public. The Federal Ministry of Labour and Commerce shall issue a notification to the European Commission upon which the authority has a time frame of one month to decide whether approval is granted or a more in-depth examination of the transaction shall take place.

4.6 Are there any sector-specific rules which govern the aviation sector in relation to financial support for air operators and airports, including (without limitation) state aid?

No, there are not.

4.7 Are state subsidies available in respect of particular routes? What criteria apply to obtaining these subsidies?

This is not relevant in Austria.

4.8 What are the main regulatory instruments governing the acquisition, retention and use of passenger data, and what rights do passengers have in respect of their data which is held by airlines and airports?

The main legislation applicable to the acquisition, retention and use of passenger rights by airlines and airports is:

- the General Data Protection Regulation (EU) 2016/679 ("GDPR");
- the Data Protection Act (*Datenschutzgesetz*); and
- the Passenger Name Record ("PNR") Act, by which the EU Directive on the use of PNR data for the prevention, detection, investigation and prosecution of terrorist offences and serious crime was implemented.

Passengers generally have a right to enquire about which data is stored by the data-collecting party. Pursuant to the GDPR, any entity using personal data must provide a data protection declaration outlining which data is used, how it is used and for how long it is stored. The declaration must be made publicly available.

Pursuant to the PNR Act, airlines which transport passengers from an EU country to a non-EU country are required to submit extensive passenger data to the Passenger Information Unit established at the Ministry of Interior.

4.9 In the event of a data loss by a carrier, what obligations are there on the airline which has lost the data and are there any applicable sanctions?

The carrier is obliged to inform the passenger of any data loss and may be subject to civil claims by the passenger if the carrier did not comply with data protection or safety regulations applicable in the respective case. Any regulation violation by the carrier resulting in a data loss may additionally be sanctioned by the respective data protection authority through fines.

4.10 What are the mechanisms available for the protection of intellectual property (e.g. trademarks) and other assets and data of a proprietary nature?

Trademarks and utility models can be registered in a register with the Austrian Patent Office or as a Union trademark or utility model with the European Union Intellectual Property Office ("EUIPO").

Any claim for violation of protected IP rights can be either addressed directly to the competent patent office or brought before the competent commercial courts in Austria, depending on the type of relief claimed (deletion of the registered IP right itself, compensation for damages, injunctive relief).

4.11 Is there any legislation governing the denial of boarding rights, delayed flights and/or cancelled flights? Is this legislation adhered to and well monitored?

In Austria, EU Regulation No. 261/2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, applies in case of denied boarding and/or cancelled flights. Under this Regulation, an airline is required to pay compensation in case of denied boarding, cancelled and delayed flights, as well as possible on-site support, such as rerouting, accommodation or supply of food and drinks at the airport.

Depending on the distance between the place of departure and the passenger's final destination (of one booking), the awardable compensation varies from EUR 250 to EUR 600 per passenger.

Legislation is adhered to and well monitored.

4.12 What powers do the relevant authorities have in relation to the late arrival and departure of flights?

There are no particular powers of the authorities in relation to late arrival and departure of flights.

4.13 Are the airport authorities governed by particular legislation? If so, what obligations, broadly speaking, are imposed on the airport authorities?

The competent authority for airports in Austria is the Ministry of Climate Protection, Environment, Energy, Mobility and Technology. There is no particular legislation for the airport authority. General EU Regulations and national aviation laws need to be respected and outline the competencies of the airport authority.

4.14 To what extent does general consumer protection legislation apply to the relationship between the airport operator and the passenger?

There are no particular rules deriving from consumer protection legislation that apply to the relationship between the airport operator and the passenger. Generally, consumer protection laws apply in contractual relationships. Passengers typically have contractual relationships with the air carrier or a travel agency, but not directly with the airport. Therefore, any claims of passengers will typically be brought to the attention of these contracting parties.

4.15 What global distribution suppliers (GDSs) operate in your jurisdiction?

The main GDSs operating in Austria are: Amadeus; Sabre; and Travelport.

4.16 Are there any ownership requirements pertaining to GDSs operating in your jurisdiction?

No, there are no specific ownership requirements.

4.17 Is vertical integration permitted between air operators and airports (and, if so, under what conditions)?

Yes, vertical integration is permitted between air operators and airports. Please see the response to question 4.1 for the conditions.

4.18 Are there any nationality requirements for entities applying for an Air Operator's Certificate in your jurisdiction or operators of aircraft generally into and out of your jurisdiction?

See answer to question 1.2.

5 In Future

5.1 In your opinion, which pending legislative or regulatory changes (if any), or potential developments affecting the aviation industry more generally in your jurisdiction, are likely to feature or be worthy of attention in the next two years or so?

The implementation of the EU's ReFuelEU Aviation Initiative as well as other sustainable practices and measures to reduce carbon emissions will govern the developments in the industry. Furthermore, digitalisation will also be a further focus.

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