



TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1. These Terms and Conditions (“**T&C**”) shall apply to all charter trips, for which AC Aviation Charter GmbH, Concorde Business Park 2/F 14, A-2320 Schwechat (“**AC**”) acts as agent to arrange the transportation of passengers on aircraft operated by any air carrier (“**Carrier**”).
- 1.2. These T&C are incorporated by reference into the first indicative offer of AC (“**Charter Trip Quote**”) and after the acceptance of the Charter Trip Quote by the charterer into the charter agreement that is established by the acceptance of the Charter Trip Quote by the charter (“**Charter Agreement**”).
- 1.3. In the event of a conflict between these T&C and the Charter Trip Quote or the Charter Contract, the specific provisions of the Charter Trip Quote or the Charter Contract shall prevail.
- 1.4. The charterer’s standard terms and conditions shall not become part of the Charter Contract, even if AC has not expressly rejected their applicability.

2. BOOKING

- 2.1. Any Charter Trip Quote from AC is just an indicative offer and not binding on the side of AC. Any Charter Trip Quote needs to be duly signed by the charterer and returned to AC. It becomes binding for the charterer upon signature.
- 2.2. Only upon receipt of the signed Charter Trip Quote by charterer, AC will arrange the aircraft owners consent and try to obtain all operational approvals.
- 2.3. Only manifested passengers (and their baggage) are permitted on board the aircraft of the Carrier. To avoid departure delays, passenger manifest changes must be communicated timely and in advance.
- 2.4. In the event that the booked aircraft should become unavailable for what reason ever (e.g. retraction of the consent of the aircraft owner to use the aircraft, technical defect), AC will make best efforts to provide an equivalent replacement aircraft. AC does not assume any liability beyond this and can not be held liable for damages caused by the unavailability of the aircraft. If the parties can not agree on the conditions for the replacement aircraft, the Charter Agreement shall be considered as cancelled.

3. CHARTER PRICE AND PAYMENT CONDITIONS

- 3.1. The charter price indicated on the Charter Trip Quote includes the following positions (“**Charter Price**”):



- a) fees related to the aircraft (e.g. fuel, expenses for operating and maintaining the aircraft, landing, parking, hangarage, international route charges and regular flight over fees, except de-icing charges);
- b) services of handling agents;
- c) reimbursement for the crew of the aircraft;
- d) insurance premiums;
- e) checking-in of passengers and luggage;
- f) catering and bar during the flight in accordance with the arrangements made with the charterer.

3.2. The charter price does not include additional expenses such as:

- a) the costs of transportation of passengers to and from the airport and between airports and terminals;
- b) the costs for customs inspections, customs duties and other charges payable;
- c) further expenses resulting from alterations to the provisions of the Charter Contract requested by charterer (in particular, changes of the flight itinerary, the destination and schedule);
- d) additional insurance premiums to fly over or land in certain zones;
- e) additional costs due to any extension of the flight time of more than fifteen (15) minutes compared to flight time specified in the Charter Trip Quote caused by bad weather conditions, a technical defect, revision of a decision by charterer or other circumstances beyond the control of Carrier;
- f) additional costs resulting from the necessity of flying to an alternative airport or of making a stopover due to bad weather conditions, a technical defect, revision of a decision by charterer or other circumstances beyond the control of Carrier;
- g) additional costs resulting from force majeure, in particular, the de-icing of the aircraft (from aircraft home base until return to aircraft home base with respect to the entire flight schedule);
- h) phone calls and data services (internet, e-mails) from the aircraft;
- i) any extra costs for specific catering, e.g. Caviar, special wines and champagne etc.;
- j) access to VIP Lounges.

3.3. The prices stated in Charter Trip Quote will be fixed and are calculated pursuant to the charterer's individual requirements. In case the Charter Contract stipulates the calculation of the charter price based on the actual flight time in minutes, any additional costs (e.g. handling, per diem and night stops) shall be calculated separately and be billed as flat rates. Extra costs due to necessary operational changes may be charged at cost and AC shall provide supporting documentation evidencing any such increase of the costs within seven (7) days of receipt of a valid invoice.



- 3.4. Charterer shall pay to AC the Charter Price and other expenses and send a payment confirmation no later than twenty-four (24) hours prior to the start of the flight schedule, unless explicitly agreed otherwise.
- 3.5. If charterer fails to make timely payments, AC shall have no obligation towards the charterer and may claim damages for a contractual breach.
- 3.6. Unless agreed otherwise, AC will not start with preparatory measures (e.g. obtaining Carrier's consent or administrative approvals, etc.) for the fulfilment of the Charter Contract, until (i) the Charter Price and the expenses have been credited in full to AC's bank account and (ii) AC has received a payment confirmation. Neither AC, nor the Carrier shall be liable for delays, which may arise out of the fact that the Charter Price has not been credited to the relevant account and AC has received the payment confirmation in due time.
- 3.7. All flight itineraries shall be subject to review, approval, and pricing revisions by AC as aircraft availability, aircraft performance and operational limitations, crew duty time restrictions, government permits, extended airport hours, etc., may be re-evaluated and complied. These changes may affect the original Charter Trip Quote. AC shall provide charterer with an updated price quote detailing itinerary changes upon request.

4. CANCELLATIONS

- 4.1. To cancel a trip, charterers shall either call +43 1 7078250 808 or send an informal e-mail to sales@aviationcharter.ch. In all cases, charterer shall be responsible for any amounts due as compensation for the partial completion of an itinerary, including but not limited to the costs of positioning the aircraft and returning it to its base. The date of the positioning flight shall be considered the date of departure. Unless otherwise agreed to in writing between AC and charterer, all booked trips will be subject for the following cancellation fees:
 - a) ten (10) percent of the Charter Price: upon signing of the Charter Contract;
 - b) twenty-five (25) percent of the Charter Price: fourteen (14) days to seven (7) days prior departure;
 - c) thirty-five (35) percent of the Charter Price: seven (7) days to forty-eight (48) hours prior departure;
 - d) fifty (50) percent of the Charter Price: forty-eight (48) hours to twenty-four (24) hours prior departure;
 - e) one-hundred (100) percent of the Charter Price: less than twenty-four (24) hours prior departure.
- 4.2. In addition to the cancellation fees outlined above, charterer is responsible for all expenses and costs incurred by AC during the preparation and planning of the trip, including but not limited to flight planning, customs, international permits, pilot and flight attendant day rates, and associated travel expenses.



5. CABIN SERVICE AND RESTRICTIONS

- 5.1. Charterer is responsible for ensuring that all passengers act in a lawful and responsible manner at all times while aboard the aircraft and that all passengers comply with the instructions of the pilots in command of the aircraft. Charterer is liable to AC and the Carrier for any damage caused by any of the passengers.
- 5.2. All flights, on which a cabin service is required or requested, service is provided by either a safety-trained crew member (flight attendant) or a cabin service attendant (hostess) based on availability.
- 5.3. Smoking may be prohibited on some of the flights, depending on the Carrier's individual aircraft.
- 5.4. Pet animals may not be transported without the prior written permission of Carrier. Upon booking, charterer is required to inform AC and Carrier of any travelling pet animals. Failure to do so (excluding flights carrying service animals) may result in a revocation of the aircraft owner's consent. In such a case, charterer is responsible for the cancellation fees outlined in these T&C. Charterer will be subject to a pet cleaning fee of EUR 2,000 per flight booking.

6. INTERRUPTION AND DELAYS

- 6.1. If the charter service is interrupted for any reason, such as a delay caused by weather conditions, air traffic control, or customs, AC will use best efforts to assist the charterer and the passengers and keep any delays to a minimum.
- 6.2. AC cannot be held liable for any damages or missed opportunities that occur as a direct or indirect result of an interruption of service.

7. CARRIAGE OF LARGE ITEMS OTHER THAN LUGGAGE

- 7.1. Upon booking, charterer is required to inform AC if passengers intend to travel with golf bags or any other large item other than luggage. This helps AC to ensure that the aircraft which is secured for the flight and suitable to carry such items.
- 7.2. Failure to inform AC of such items prior to commencement of the flight may result in added expenses for booking a suitable aircraft and cancellation fees for the original aircraft will apply.

8. LIABILITY LIMITATIONS

- 8.1. AC's liability is limited to the Charter Contract and only extends to
 - a) the careful selection of the respective Carrier;
 - b) the proper provision of services including appropriate information for the charterer;
 - c) the forwarding of declarations and payments between the Carrier, charterer and passengers and vice versa (e.g. changes in the agreed service and price, declarations of withdrawal, complaints, etc.).



- 8.2. As AC only acts as agent for the charterer, it shall not be held liable in any way for the transportation or service it procures. Only the Carrier or other service provider may be liable to the charterer. Any transportation shall be subject to the Carriers conditions of carriage.
- 8.3. Charterer and passengers shall ensure, that valuables, fragile items, and perishables are properly packaged and labelled.
- 8.4. Charterer and/or passengers shall report any lost or damaged baggage or other personal property within forty-eight (48) hours after deplaning.

9. CONFIDENTIALITY AND DATA PROTECTION

- 9.1. AC will not disclose any information regarding a charterer, a passenger or their travel arrangements, unless doing so is necessary for the performance of the Charter Contract, the disclosure is authorized by charterer or passengers or the disclosure is required by law.
- 9.2. The protection of personal data of charterer and passengers is of particular concern to AC. Therefore, AC processes the data exclusively on the basis of the statutory provisions (DSGVO, TKG 2003). Details are laid down in the data privacy policy that is published on AC's website.

10. GENERAL PROVISIONS

- 10.1. Any rights pertaining to the Charter Contract may not be assigned or transferred without the express written consent of AC.
- 10.2. Should any provision of these T&C be or become void, this shall not affect the validity of the other provisions. Any invalid provisions shall be replaced by valid provisions that replace the invalid provisions as closely as possible.
- 10.3. These T&C may be revised by AC at any time in its sole discretion, except that the T&C applicable to a binding Charter Contract are those in effect at the time of conclusion of the Charter Contract.
- 10.4. The charterer is obliged to bring the relevant provisions of these T&C to the attention of the passengers transported aboard the chartered aircraft and make sure that they comply with these T&C.
- 10.5. The Charter Contract, all changes and additional agreements shall be subject to Austrian Laws, with exception to its conflict rules (IPRG).
- 10.6. In the event of any dispute resulting from or in connection with the Charter Contract, its changes and additional agreements, the courts of A-1010 Vienna - Inner City (Wien, Innere Stadt) shall have jurisdiction. In case of any claims asserted against AC this jurisdiction shall be exclusive.