

GENERAL TERMS AND CONDITIONS

1. Definitions

"Act of Insolvency" If the Sub charter operator becomes insolvent, makes an assignment for the benefit of its creditors, ceases to do business, or if any bankruptcy, reorganisation, arrangement, insolvency, or liquidation proceeding or other proceeding under any bankruptcy or other law for the relief of debtors is instituted by or against the Sub charter operator and is not dismissed within 90 days.

"Additional Services" Include (without limitation), non-standard catering, airport shuttles, SATCOM services, VIP transfers and other requested extra services. **Wifi prices may vary from one aircraft to another. Please refer to the contact.**

"Agreement" These General Terms and Conditions including the Charter Quote and any subsequent written amendments agreed between the parties.

"Charter Quote" The Flight and Additional Services quotation document setting out the price, Flight details and Taxes payable and any other applicable additional terms and conditions.

"Convention" The Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw (1929) or that Convention as amended by the Hague Protocol (1955) or either or those instruments as amended by the Montreal Protocols (1975) and Guadalajara Convention (1961); or the Montreal Convention (1999); or EC Regulation 2027/97; as such instruments may be amended from time to time.

"Empty Leg" a flight booked for Customer as set out in the Charter Quote which has no guaranteed availability and may be cancelled up to the time of departure with no liability to Customer.

"Exceptional Charges" Include (without limitation) overflight permissions, war risk insurance premium surcharges, **de-icing**, fuel surcharges, and additional crew costs.

"Flight" Any flight booked for the Customer as set out in the Charter Quote.

"Force Majeure Event" Includes an event or circumstance beyond Swiss Private Jet's control caused by adverse weather conditions, mechanical breakdown, unexpected flight safety shortcomings, security or health risks, industrial action, air traffic control decisions, unexpected airspace or airport restrictions or closure, unexpected exercise of authority by government or other competent authority, withdrawal of traffic rights, political instability, terrorism or war.

"Sub-charter operator" The third party independent air carrier booked by Swiss Private Jet to operate Flights (sub-charter flights) for the benefit of the Customer.

"Permissions" Customs and immigration permits, operational restrictions, take-off and landing slots, other permits and requirements.

"Taxes" All taxes, federal, state, local and foreign taxes, charges, imposts, duties and excise taxes and other similar amounts (including associated interest and penalties) imposed by any authority relating to the provision of services to Customer in terms of this Agreement. This does not include taxes imposed in any jurisdiction on Swiss Private Jet net income, net profits or net gains.

2. Charter Quote

2.1 All Flights, except Empty Legs, remain subject to availability until Customer has signed the Charter Quote, owner's approval is received and Customer has complied with applicable payment terms.

2.2 Unless otherwise specified, the Charter Quote includes the cost of the aircraft and positioning, crew, maintenance, insurance, air navigation and airport charges, taxes, fuel costs, and standard catering; and excludes any Additional Services and Exceptional Charges.

3. Charter Quote Changes

Any requested changes to the Charter Quote are subject to availability, Permissions, and any ensuing additional costs. Swiss Private Jet will use reasonable endeavours to accommodate any requested changes.

4. Cancellation and Refund

4.1 In the event of (i) cancellation of a booking by Customer, (ii) a delay or no show of any Passenger and/or Customer leading to the cancellation of the Flight, cancellation charges will be payable to Swiss Private Jet in accordance with the following cancellation policy :

After the signed contract and until 7 days before departure 10%
Less than 7 days prior to departure 25 % of the total amount
Less than 72 hours prior to departure 50 % of the total amount
Less than 48 hours prior to departure 75 % of the total amount
Less than 24 hours prior to departure 100 % of the total amount

5. Payment

5.1 The charge stated in the Charter Quote is payable in full before the first Flight departure. Customer understands and agrees that meeting this deadline is an essential condition of this Agreement and until complied with all Flights will remain subject to availability and may be cancelled by Swiss Private Jet without any liability to Customer.

5.2 All amounts payable under this Agreement must be paid net of bank charges by bank transfer, unless there is insufficient time prior to the Flight. In this event, Swiss Private Jet shall accept payment by credit card provided Customer completes and returns the Credit Card Payment Authorisation Form. All payments by bank transfer must be made in the currency stated on the Charter Quote. All credit card payments will be subject to a non-refundable transaction-processing fee of 5%. With all payments, Swiss Private Jet requests that Customer includes the Charter Quote Reference Number and transfers amounts owing into the following bank account.

Bank Coordinates:
UBS SA, Switzerland
Account holder : Swiss Private Jet SA
CHF account IBAN: CH94 0024 3243 5710 2501 H
EUR account IBAN: CH46 0024 3243 5710 2560 P
USD account IBAN: CH03 0024 3243 5710 2561 K
UBSWCHZH80A

5.3 Flights and Additional Services are supplied inclusive of VAT at the applicable rate.

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6. Customer Delay

The Charter Quote will remain payable to Swiss Private Jet and Customer shall indemnify Swiss Private Jet in respect of losses, claims, damages, liabilities or expenses suffered by Swiss Private Jet where the events specified below arise, such losses etc to include (without limitation) any parking fees or other charges levied by an airport or any charges imposed on Swiss Private Jet by the Sub charter operator as a result of the late return of the aircraft:

i) if the performance of any Flight or Additional Service is impeded, prevented or delayed by any act or omission of Customer, anyone under Customer's control or acting on Customer's behalf (including, without limitation, any passenger or any goods arriving late for the Flight); or

ii) if a Flight diversion to an airport not specified in the Charter Quote is due to any act or omission of Customer or Customer's passengers including (without limitation) Customer or Customer's passengers acting in any way (or threatening to act in any manner) likely to jeopardize any aircraft or any person or property therein or elsewhere or disobeying the lawful authority of the commander of the aircraft or breaching any applicable law relating to their use of, or travel aboard, the aircraft before during or after any Flight.

7. Force Majeure

7.1 The Charter Quote will remain payable to Swiss Private Jet if delay, cancellation or non or partial performance of any Flight or any Additional Service is due to circumstances beyond Swiss Private Jet or the relevant Sub charter operator's or Additional Service provider's reasonable control (as applicable) including (without limitation) the occurrence of a Force Majeure Event.

7.2 Further, Swiss Private Jet shall use reasonable endeavours to ensure completion of all Flights as specified in the Charter Quote, however Swiss Private Jet shall be entitled to depart from the agreed flying schedule for any cause beyond its reasonable control such as a diversion or a Force Majeure Event, and Customer shall reimburse Swiss Private Jet on demand for any additional expenses incurred as a result.

8. Limitations of Liability

8.1 All warranties, conditions, representations whatsoever implied by statutory or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.2 Nothing in this Agreement excludes Swiss Private Jet's liability for death or personal injury caused by its negligence or fraudulent misrepresentation.

8.3 Save as provided in clause 8.2, Swiss Private Jet does not undertake any responsibility to Customer (or assume any liability to Customer) for the aircraft, Sub-charter operator's flight operations and services, or Additional Services and Customer is not entitled to assert any such responsibility or assumption of liability on the part of Swiss Private Jet for any direct damages or losses (whether resulting from negligence or otherwise) relating thereto unless caused by Swiss Private Jet's willful misconduct. For the avoidance of doubt, this includes liability to the Customer for any direct damages or losses resulting from the delay, cancellation, non or partial performance of any Flight or any Additional Service to be provided to Customer.

8.4 Subject to clauses 8.2 and 8.3 above, Swiss Private Jet's aggregate liability in contract for misrepresentation or otherwise arising in connection with the performance or contemplated performance of this Agreement shall not exceed the charge set out in the Charter Quote.

8.5 Swiss Private Jet is not liable in any event to Customer for any indirect or consequential loss or damage (including, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) arising from any act, omission, negligence or default on the part of Swiss Private Jet or its employees, servants or agents.

9. Convention Notice

If a passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Convention may apply. The Convention governs and may limit the liability of the carrier for death or personal injury or loss of or damage to baggage and for delay. Customer shall ensure that details of this notice are given to each passenger before embarkation on the aircraft.

10. Sub-charter contracts

10.1 Sub-charter operators have sole operational control over all sub-contracted aircrafts. Swiss Private Jet has no discretion or responsibility regarding operational matters, including (without limitation) whether a Flight is carried out and the loading of the aircraft. All safety, security and operational matters are in the absolute discretion of the pilot in command.

10.2 Customer acknowledges that Swiss Private Jet arranges all Flights and Additional Services as Customer's agent and that the terms and conditions of the Sub-charter operator and Additional Services provider will apply to Customer. Customer acknowledges that the Sub-charter operator has sole responsibility, liability and control of all aspects of the aircraft charter services provided, including without limitation, aircraft availability and pricing, the commencement and termination of scheduled flights, the operation, regulation and safety of the flight.

10.3 Swiss Private Jet reserves the right to provide the Customer with a substitution aircraft (same category or superior), alien to its own fleet, at no additional cost for the customer.

11. Travel documents

11.1 Customer is responsible for obtaining and holding all travel documents Customer and Customer's passengers need for any country being visited (even as a transit passenger) and, if requested, must provide to Sub charter operator all required passports, visas, health certificates and other travel documents.

11.2 Customer must complete (or provide the necessary information and documentation for completion by Sub charter operator) passenger tickets, baggage checks, air waybills, and documents required by applicable law supplied by Swiss Private Jet or Sub charter operator and ensure that such all documents are delivered before flight to passengers and owners of cargo, as applicable

11.3 At its cost, Customer must comply with (and ensure that all passengers and owners of freight carried will observe) all applicable laws, rules and regulations relating to carriage of persons and goods, including (without limitation) IATA Dangerous Goods and Live Animals Regulations, customs, police and public health regulations.

12. Contraband

Customer and Customer's agents, guests, passengers or any employees must not engage in any act or allow any person aboard the aircraft or possess any substance or allow cargo to contain any substance which may result in the seizure or forfeiture of the aircraft or cause it be operated for an unlawful purpose or unsafe manner.

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13. Passenger Baggage

13.1 Passengers baggage weight is limited to 15Kg per passenger in bags that can easily be loaded into the baggage hold. Carry-on luggage must not exceed 5Kgs and must not exceed the following dimensions : 50cm x 37cm x 25cm. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.

13.2 The Customer agrees that certain items or equipment may not be permitted on board the aircraft, as specified in the IATA's regulation on dangerous goods TABLE 2.3.A "Provisions for Dangerous Goods Carried by Passengers or Crew" (Subsection 2.3).

13.3 Prohibited items in the cabin :

Firearms, weapon parts, weapon ammunition, any sharp or pointed object that may be dangerous to public safety, any tool or blunt object, any detonating and explosive substance of any kind and in any form whatsoever, any flammable substance of any kind, any hazardous chemical substance, gas and gas containers, self-defence equipment, any toy imitating firearms, any potentially dangerous object that may be used to as a weapon.

13.4 Prohibited items in the hold :

Any explosive, flammable, corrosive, oxidizing, irritating, toxic, radioactive or magnetic item, chlorine, paint and com-pressed gas (e.g. butane cylinder).

Any weapons transported must be placed in separate luggage from the ammunition.

Ammunition weighing less than 5 kg is accepted on board and must be securely packed by the Passenger.

14. Smoking

Smoking is not permitted on board Swiss Private Jet aircrafts. Any infringement may result in cleaning fees being billed to the Customer and and immediate stop to the mission in progress, at the discretion of the pilot in command, without any compensation to the Customer.

Sub Charter options may specify whether the aircraft allows smoking or not, as specified in the charter quote.

15. Insurance and AOC

Swiss Private Jet will obtain satisfactory evidence from Sub charter operators that they hold insurance to cover liability to Customer and Customer's passengers whilst on-board the aircraft for bodily injury and damage to Member's property (and third party liability), and will make available details thereof to Member on request. Swiss Private Jet will also obtain satisfactory evidence from Sub charter operator they hold a valid Air Operator's Certificate.

16. Termination

At it's option, Swiss Private Jet may terminate this Agreement by notice thereof to Customer if performance of any of the flights is prevented or impeded by any event or circumstance beyond Swiss Private Jet or the relevant Sub charter operator's or Additional Service provider's reasonable control (as applicable) including (without limitation) by a Force Majeure Event or the Sub charter operator committing an Act of Insolvency. In such a situation, Swiss Private Jet will refund to Customer the amount of the Charter Quote already paid and use its reasonable endeavours to help Customer find an alternative travel solution. Apart from this, Swiss Private Jet will have no further liability or responsibility to Customer.

17. Miscellaneous

17.1 The parties agree that the relationship created by this Agreement is that of an independent contractor. This Agreement will not be interpreted as creating a joint venture, partnership, agency or other form of association or cooperative arrangement between the parties.

17.2 If one or more of the provisions of this Agreement are held to be wholly or partly invalid, void, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired. The invalid provision will be deemed severable and will be replaced by a mutually legal and acceptable provision, which comes closest to the parties' intention for the invalid provision.

17.3 The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement, will not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Agreement.

17.4 This Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

17.5 Swiss Private Jet' rights and remedies are cumulative and not alternative or exclusive of each other or any implied by law.

17.6 Customer may not assign any of its rights or duties without Swiss Private Jet' prior written consent.

17.7 This Agreement sets out the entire agreement between the parties, supercedes all previous agreements on the same subject matter, and may only be varied by further written agreement. Each party acknowledges that in entering into this Agreement it has not relied on any representation or warranty except those expressly set out in this Agreement.

17.8 The Customer is informed that Swiss Private Jet may collect and process personal data concerning the Passenger, such as his/her marital status, address, passport number or nationality, on a temporary basis and for the sole purpose of responding to the Passenger's Order and performing the Service. Swiss Private Jet will comply with the requirement of the Loi Federale sur la Protection des Donnees.

17.9 The parties agree that this Agreement is governed by the laws of Switzerland as applied in the Canton of Geneva. The parties agree to submit to the exclusive jurisdiction of the courts of Geneva.

18. Cargo

In the event of cargo being entrusted, the Passenger will be responsible for carrying out any customs formalities relating to the goods carried. Only the carriage of small parcels that do not require any dismantling of the aircraft seats will be accepted.

19. Empty legs

19.1 The Customer generating the empty leg accepts that Swiss Private Jet shall be the sole beneficiary of the empty leg's sale.

19.2 Empty leg flights are subject to cancellation or modifications at any given time, in accordance to Swiss Private Jet's planning and flight schedule. The Customer, paying for an empty leg flight, agrees that there shall be no compensation in the event of a cancellation, at the initiative of Swiss Private Jet. In the event of a cancellation at the initiative of the Customer, 100% of the empty leg price will be charged.

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