



The General Terms & Conditions of FLY 1 Concepts

Preamble

The services delivered by FLY 1 Concepts (herein after collectively referred to as “FLY 1”) shall be governed exclusively by these General Terms and Conditions (hereinafter, GTAC). These GTAC shall be deemed incorporated into all agreements entered into by FLY 1. Thus, they shall apply to all such agreements, even if not explicitly referred to therein. GTAC of the client that contravene FLY 1’s GTAC shall not be binding on FLY 1, unless FLY 1 specifically acknowledges them in writing in the context of a concluded agreement. Any amendments to FLY 1’s GTAC, as well as any outside arrangements, shall require FLY 1’s explicit written consent in order to be valid.

1. DEFINITION OF TERMS

- 1.1 “Annex” is the additional agreement to the charter contract containing detailed information about flights and flight schedules.
- 1.2 “Carrier” is the company operating the aircraft, which FLY 1 Concepts has entrusted to provide the operational resources to fulfill their charter flights.
- 1.3 “Checked-in luggage” is the luggage, which the passenger has placed into the care of the Carrier.
- 1.4 The “Charterer” charters seat capacities on one or more aircraft from the Carrier and is the contracting party of the corresponding charter contract.
- 1.5 “Charter contract” is the contract forming the legal basis for a charter flight between FLY 1 Concepts and the Charterer.
- 1.6 “Force Majeure” (vis major) applies to events which lie outside the sphere of influence of the Carrier and are neither foreseeable nor avoidable by corresponding measures taken in their company, such as wars, civil unrest, natural disasters, strikes in outside and international companies, etc, provided that they make it impossible to carry out the charter flight.
- 1.7 “Air transport” comprises the period in which aircraft operators carry their passengers.
- 1.8 “Not-checked-in luggage” is all baggage which passengers carry with them onboard.

2. SCOPE OF APPLICATION & VALIDITY

The General Terms & Conditions (GTAC) shall be applicable to all charter contracts signed between FLY 1 Concepts and their Charter party.

- 2.1 GTAC prevail at any rate dissenting terms and condition of the Charter party. The GTAC of a Charter party are hereby expressly rejected and FLY 1 Concepts reserves the right to modify the GTAC unilaterally.

- 2.2 Any derogation from the GTAC and any changes at a later date shall only become effective after written confirmation of FLY 1 Concepts. Verbal agreements shall not have any legal consequences. Any derogation from the written form can only be made in writing.
- 2.3 Changes of and annexes to the charter contract shall explicitly be indicated as such and can only be made in writing as they shall not be legally applicable otherwise. The written form shall be given in case of communication by fax or other electronic media (email).
- 2.4 The charter party agrees to provide the GTAC to their passengers and the dispatchers of freight for their consideration and implementation.

3. SIGNIFICANT AGREEMENTS, LAWS AND REGULATIONS

- 3.1 For transports of the Carrier, the following agreements, laws and applications shall be applicable.
- a) "General Terms & Conditions" of FLY 1 Concepts
 - b) "Agreement on the unification of transport rules in international aviation (Warsaw Agreement), signed in Warsaw on October 12, 1929; the Warsaw Agreement in the version of the Hague Protocol signed on September 28, 1955; the Warsaw Agreement in the version of the Hague Protocol and the additional protocol No.2 from Montreal (1975), and the additional agreement from Guadalajara (1961) in the latest version regarding damages during international flights.
 - c) Laws of Austria performable in Wels /Austria.

4. LIABILITY

4.1 Liability of FLY 1 Concepts

FLY 1 Concepts shall under no circumstances be liable for:

- a) Damages caused by third parties.
- b) Damages and/or non-compliance of services according to the charter contract due to force majeure or bad weather rendering the charter flight impossible for safety reasons as well as causes directly or indirectly attributable to legal or authoritative obligations, provisions or regulations or damages/non-compliance resulting from a cause not applicable to FLY 1 Concepts or the Carrier.
- c) Claims resulting from a delay of the passenger(s), luggage or freight transports or from landing on an alternative airport provided that these claims have not been caused by gross negligence or intent of FLY 1 Concepts or the Carrier.
- d) Claims, costs and/or expenses of all kinds incurring to the Charter party, their employees, representatives or other contracting parties of the Charter party from the compliance or non-compliance of services according to the charter contract, provided that these claims and/or expenses have not been caused by gross negligence or intent.
- e) For indirect or consequential claims – for all reasons – especially due to delays for technical reasons, as well as for penal indemnities.



4.2 Liability of the Carrier

The transport of the passengers is regulated by the Warsaw Agreement. The operator's liability for death or injuries of the passengers as well as the loss or damage to luggage is limited accordingly.

5. BOOKING

The application / booking is valid in written or verbal form. The offered transportation is subject to aircraft and crew availability until receiving the written confirmation of the booking by FLY 1 Concepts. After written confirmation the flight remains subject to granting of traffic-rights, slots and all necessary governmental approvals. In the case that landing- or over-flight permissions are not granted by the competent authorities. FLY 1 Concepts cannot be held responsible for the non-issuance and costs will be charged according to clause 11 of the FLY 1 GTAC.

6. CONDITIONS OF TRANSPORTATION

The charter of aircraft is valid according to charter-confirmation. Unforeseen additional costs e.g. war-risk insurances, royalties, late-night handling, de-icing costs etc. will be charged separately. Changes of routing and/or Flight Schedule are subject to approval of FLY 1 Concepts and can be charged separately a time and material basis including any surcharges. All changes are subject to the final decision of the pilot in command. The Conditions of Transport of the operating carrier will apply always.

7. FLIGHT TIMES

The flight times mentioned in offers and confirmations are net flight times, excluding Taxi and Check-in/Check-out times.

8. AVAILABILITY / SUBSTITUTION

FLY 1 Concepts shall be entitled, in case of non availability of the offered aircraft, to substitute with a comparable alternative aircraft of its own fleet. In any event of force majeure the aircraft can be substituted by any aircraft of the fleet of FLY 1 Concepts. In case that no aircraft of the owned fleet is available, FLY 1 Concepts shall use its resources and make every effort to find a substitute aircraft of the same standard if available but without guarantee for such.

9. CATERING

FLY 1 Concepts provides Standard Executive In-flight catering including beverages and newspapers/magazines, according to availability, on board. Any additional services or non-standard catering items will be charged separately.

10. DOCUMENTATION BY PASSENGERS

It is the passenger's obligation to provide all necessary travel documents which are required for immigration/emigration according to the regulations of governmental and any other legal regulations of relevant states/countries applicable. FLY 1 Concepts has the right to refuse the transportation of any passenger or cargo, who/which does not comply with the regulations of these states/countries, or whose travel documents are incomplete or for any other reason insufficient. FLY 1 Concepts shall in no way be liable for loss or expense due to failure on the part of passengers to comply with the mentioned legal requirements applicable.

11. CANCELLATION TERMS

In case of cancellation of an entire flight program or any parts thereof, the following cancellation fees will apply:

- In case of cancellation from booking up to 96 hours prior to scheduled departure, 10 % of the total aircraft charter price.
- In case of cancellation less than 96 up to 48 hours prior to scheduled departure, 50 % of the total aircraft charter price.
- In case of cancellation less than 48 up to 24 hours prior to scheduled departure, 80 % of the total aircraft charter price.
- In case of cancellation less than 24 hours prior to scheduled departure, or no show, 100 % of the total aircraft charter price.
- In case of cancellation once the aircraft has departed last airfield to uplift passengers, 100% of the total aircraft charter price, plus any costs incurred due to the positioning flight.

12. AGENT-/ BROKER ORDERS

In the event that the aircraft is chartered by Agents/Brokers for and on behalf of third parties, the Agents/Brokers are liable for all obligations of their respective clients, arising out of the charter contract.



13. TERMS OF PAYMENT

Unless otherwise agreed, all payments are due without deduction during normal banking hours, at least 24h prior first flight. The irrevocable receipt on a FLY 1 Concepts account is required. Should a customer not fulfill an agreed term of payment in sufficient time prior to departure, FLY 1 Concepts is entitled to refuse transportation and to charge costs according to clause 11 of the GTAC.

14. MISCELLANEOUS

In the event that parts of the general conditions become invalid, the remaining paragraphs are not affected. Any dispute shall be referred to the jurisdiction of the Courts of Wels, Austria.

Valid from: December 2016