

# Charter Sales General Terms and Conditions

The following Charter Sales General Terms and Conditions are part of the Flight Confirmation / Charter Agreement between the customer and **Eurofly Service S.P.A.** Changes to these terms are valid only, if confirmed in writing by **Eurofly Service S.P.A.**

## Conditions of Carriage:

The subject of this contractual agreement is the transport of passengers and/or goods from the point of departure to the point of destination as stated in the **Eurofly Service S.P.A** Flight Confirmation/ Charter Agreement. The customer or its passengers do not have any rights to directly or indirectly interfere with the operation of the aircraft. The customer agrees that he rented the complete aircraft with the crew for his own use. Our aircraft are operated under Italian and European AOC Holders. The **Eurofly Service S.P.A** Charter Conditions of Carriage apply to this transport. Should an aircraft be sub-chartered from another operator, the Conditions of Carriage of that operator apply together with the regulations of the relevant country, and where applicable, the 1929 Warsaw Convention as amended by the 1955 Hague Protocol.

## Aircraft availability:

The quotation is aircraft specific and is thus subject to aircraft availability. **Eurofly Service S.P.A** reserves the right to provide at any time the customer with another similar aircraft at the same cost should the offered / booked aircraft be unavailable. Aircraft are booked on a first come / first serve basis, but we always do our utmost to comply with your request. If no aircraft can be found, **Eurofly Service S.P.A** reserves the right to cancel the order without any compensation to the customer.

## Increased costs / delays:

Should there be any en-route charges or other increased costs due to route changes, or delays as a result of customer requirements, or diversions due to safety considerations, the customer will be billed for such costs. **Eurofly Service S.P.A** takes absolutely no responsibility with regards to visa requirements of its passengers. Should there be any levy due to the lack of required entry documents of passengers or cargo, the customer will be billed for such costs.

## Terms of payment:

The customer shall make the payment, if not other stated in writing, at the latest 48 hours prior to departure by bank transfer.

## Cancellation Fees:

After signing the Charter Agreement	10 % of the total amount or at least 1.000,00 EUR
7 days till 48 hours prior to departure	20 % of the total amount or at least 1.500,00 EUR
48 hours till 24 hours prior to departure	70 % of the total amount or at least 2.000,00 EUR
Less than 24 hours prior to departure or no show	100 % of the total amount

## Postponed flights:

Should a confirmed flight be postponed, **Eurofly Service S.P.A** reserves the right to provide the customer with another similar aircraft, should the booked aircraft be unavailable. The customer will be charged for any increased costs involved.

## Brokerage:

Should **Eurofly Service S.P.A** fly by order of a third party (brokerage), the broker and the customer are

jointly liable to **Eurofly Service S.P.A** for the fulfilment of all payments. **Eurofly Service S.P.A** offers to brokers are net and do not include any commission.

**Prohibited and Dangerous Goods:**

Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Items which carriage is prohibited by the applicable laws and regulations of the country of departure or destination or which may endanger the safety of the aircraft will not be accepted. If, despite the above prohibitions, any items are included in the baggage, **Eurofly Service S.P.A** may not be held responsible for any loss or damage of such items.

**Venue for legal disputes:**

In the event of any dispute arising from this contract, the pertinent jurisdiction and Italian procedural law shall apply.