



GENERAL TERMS AND CONDITIONS

Valid as of 1st of January 2017

1. **DEFINITIONS** : In this Agreement unless the context otherwise requires:

"Agreement" means this Passenger Aircraft Charter Agreement including the Schedule and any appendices or attachments thereto;

"Aircraft" means any aircraft for the time being operated in connection with any Flight; "Base Date" means the base date stated in the Schedule;

"the Carrier" means the operator of the Aircraft;

"Charter Price" means the amount set out in the Schedule;

"Flight" means a flight or flights specified in the Schedule;

"Schedule" means the schedule to this Agreement;

and "STD" means the scheduled departure time of any Flight.

2. CHARTER PRICE AND PAYMENT

2.1 The Charterer shall pay to the Carrier the Charter Price at the time, in the currency, in the amounts and to the address specified in accordance with the provisions set out therefore in the Schedule.

2.2 In case of a substantial increase in fuel costs, between the Base Date of the agreement and the date of Flight operation, the Charterer will be required to pay to the Carrier such amount as shall fully compensate the Carrier for such increase.

2.3 Time of payment of the Charter Price shall be of the essence of this Agreement.

2.4 No set-off or counterclaim (whether arising in respect of this Agreement or any other carriage) shall entitle the Charterer to withhold payment of any sums whatsoever payable to the Carrier under or by reason of this Agreement. In the event that the Charterer is required to withhold any part of any payment payable by it to the Carrier hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, the C a r r i e r shall receive from the Charterer the full amount of such payment.

2.5 Demurrage / Standing Charges may be levied in exceptional circumstances, at the equivalent hourly flying rate to the Charter Price for the Aircraft.

3. AIRCRAFT AND CREW

3.1 The Carrier shall provide the Aircraft at the commencement of the Flight properly manned and equipped fuelled and airworthy in accordance with the laws and regulations of the state of registration of the Aircraft and the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight(s). In the event that any Flight is delayed through no fault of the Carrier, the Charterer shall pay to the Carrier demurrage at the rate set out in the Schedule.

3.2 The times shown in the Schedule are approximate and not guaranteed and the Carrier is entitled to deviate from the Flight schedule and/or the duration of the Flight and/or to reduce the maximum payload. The captain of the Aircraft shall have complete discretion concerning preparation of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken, any deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft and the Charterer shall accept all such decisions as final and binding.

3.3 All ground and operating personnel including cabin staff are authorised to take orders only from the Carrier unless specific written agreement shall first have been obtained from the Carrier whereby certain defined instructions may be accepted by such personnel from the Charterer.

3.4 The Carrier may at its discretion substitute the Aircraft and/or the Carrier, not without consent of the Charterer which shall not be unreasonably withheld, and such substitute aircraft and substitute carrier shall, for the purposes of this Agreement, be the Aircraft and the Carrier hereunder.

4. TRAFFIC DOCUMENTS

The Carrier shall supply or procure the supply of passenger tickets, baggage checks, air waybills and all other necessary documents relating to the carriage undertaken pursuant to this Agreement and the Charterer shall give to the Carrier all necessary information and assistance to complete such documents as soon as possible after the making of this Agreement and, in any event, in sufficient time to be completed for issue to passengers.

5. FLIGHT TIMES, LOADING AND EMBARKATION

5.1 The Charterer shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight. In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight the Carrier shall be under no liability whatsoever to the Charterer nor to such passenger. The Carrier shall be under no obligation hereunder to make any alternative arrangements for any such passenger. If the Carrier, in its absolute discretion,

arranges for any such passenger to be carried on a later flight, the Charterer shall pay on demand to the Carrier such additional sum that the Carrier may specify for each such passenger to cover applicable passenger taxes and the administrative costs of the Carrier thereby incurred.

5.2 In the event of any delay (other than any delay caused by an event listed in clause 7.2 or any delay for technical reasons the responsibility for which shall lie with the (Carrier) deviation or diversion of any flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Charterer's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by the Carrier shall be reimbursed by the Charterer to the Carrier on demand. Notwithstanding the foregoing, in the event of a delay the Carrier shall undertake all reasonable endeavours to complete the relevant flights as soon as reasonably practicable. Further, in the event of any delay, no expenditure shall be incurred by Carrier without prior notification to, and agreement of, Charterer.

5.3 In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified the Carrier, its officers, employees, agents and suppliers against any and all cost or expense whatsoever incurred by the Carrier in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier by any immigration authority) or of any arrangements made by the Carrier to return such passengers to the country from which such passenger was originally carried.

5.4 In the event that:

1. the Aircraft is detained (whether lawfully or not) by any third party (including but not limited to detention by any aviation or airport authority, overflight authority or by way of lien or requisition for hire or otherwise); or
2. the Carrier has an administrator, receiver, administrative receiver, trustee or other like person appointed over a part or all of its assets or business (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business) and as a result the Carrier is unable to perform the Flights at the same cost to the Carrier;
3. if the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business); or the Carrier, for whatever reason, fails to hold or maintain an Air Operator's Certificate then the Carrier shall use its reasonable endeavours to find an alternative carrier to operate such flights as may be affected by the occurrence of any of the above events ("the Affected Flights"), at the same cost to the Charterer.

5.5 In the event that the Carrier is unable so to do, the Carrier shall (subject to the provisions of Clause 10 hereof and provided that the Charterer has duly fulfilled its obligations hereunder) refund to the Charterer such part of the Charter Price previously paid by the Charterer as relates to the Affected Flight(s) or part thereof. In the event that the Carrier is able to arrange an alternative carrier to operate the Affected Flight(s) or part thereof, but only at an additional cost, the C a r r i e r shall notify the Charterer forthwith and the Charterer shall have the option to charter the Aircraft operated by the alternative carrier provided that,

if it so elects, it shall pay to the Carrier such additional costs upon demand. If the Charterer does not so elect, the Carrier shall, (subject to the provisions of Clause 10 hereof and provided that the Charterer has duly fulfilled its obligations hereunder), refund to the Charterer such part of the Charter Price previously paid by the Charterer as it relates to the Affected Flight(s) or part thereof and the Carrier shall thereupon be under no further obligation to the Charterer in relation to the Affected Flight(s) or part thereof.

6.0 OBLIGATIONS OF THE CHARTERER

6.1 The Charterer shall comply in all respects with the conditions of all permits, licenses and authorities

granted for the Flights and will procure such compliance on the part of all its passengers.

6.2 The Charterer shall hold harmless and indemnify the Carrier against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Charterer or any passenger of the Charterer in complying with any of the provisions of this Agreement.

6.3 The Charterer shall be responsible for the issue and delivery of all necessary passenger tickets, baggage checks and other necessary documents to all passengers.

6.4 The Charterer shall comply and shall procure that all its passengers shall comply with all applicable customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.

6.5 The Charterer shall pay the Carrier any and all reasonable additional costs connected to operations of the aircraft that could not be known before the commencement of the Flight, including but not limited to de-icing, removing of snow, necessary additional ferry flight(s) (or hangaring) due to lack of parking positions and security checks.

7. EXCLUSION OF LIABILITY/INDEMNITY

7.1 The Carrier shall be under no liability to the Charterer for any failure by it or by the Carrier to perform their respective obligations under this Agreement arising from force majeure, labour disputes, acts (or non- action) and interventions of governments and their bodies, lack of Flight Permit(s), airport capacity constraints, strikes or lock-outs or any other cause beyond the control of the the Carrier including accidents to or failure of the Aircraft, its engines, or any other part thereof or any machinery or apparatus used in connection therewith. Carrier shall refund to Charterer all amounts relating to any flight which is not completed due to reasons of above stated force majeure

7.2 Solely where clause 7.2 applies, the Charterer shall indemnify the Carrier against any claim by any passenger of the Charterer arising out of any such variation, cancellation, non-availability or failure to perform provided always that if the Carrier shall receive any refund from the Carrier in respect of any such varied cancelled or unperformed Flights or unavailable seats which have already been paid for by the Charterer, the Carrier shall (subject to the provisions of Clause 10 hereof and provided always that the Charterer shall have duly fulfilled its obligations under this Agreement), repay such refund to the Charterer.

7.3 The Charterer shall indemnify the Carrier against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by the Carrier and its

officers, employees suppliers or subcontractors arising out of any negligence or willful misconduct on the part of the Charterer or its officers or employees.

7.4 The Carrier shall not be deemed to undertake any carriage to which this Agreement relates as a common carrier.

7.5 Carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Carrier including its General Conditions of Carriage. This Agreement and the carriage thereunder on international flights is governed by the rules and limitations established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929, as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955 (herein collectively called the "Warsaw Convention") and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28th May 1999 ("the Montreal Convention") which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to the Flight(s) hereunder.

8. TERMINATION

This Agreement may be terminated immediately upon notice from the Carrier to the Charterer upon the occurrence of any of the events specified below:

8.1 the Charterer defaults in the payment of any amount payable hereunder on due date; or

8.2 the Charterer is in breach of any of its other obligations hereunder which if capable of remedy has not been remedied within 14 days of receipt of written notice from the Carrier requiring remedy of such breach; or

8.3 the Charterer admits in writing its inability to pay or becomes unable to pay its debts; or

8.4 a petition is presented for an administration order to be made up in relation to the Charterer; or

8.5 proceedings are started or any steps are taken for the winding-up or dissolution of the Charterer or for the appointment of a receiver, administrative receiver, trustee, supervisor or similar officer of the Charterer or any or all of its revenues and assets, or the Charterer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1996 (England); or

8.6 an encumbrancer takes possession of any of the Charterer's revenues or assets, or any security created by the Charterer becomes enforceable and the mortgagee or chargee takes steps to enforce the same (including without limitation by appointing a receiver or administrative receiver to any of the assets of the Charterer); or

8.7 the Charterer convenes a meeting or takes any steps for the purpose of making or proposes to enter into or make any

arrangement or composition for the benefit of its creditors; or

8.8 a distress or other execution is levied or enforced upon or against any part of the Charterer's property; or

8.9 the Charterer suspends or ceases or threatens to suspend or cease to carry on its business or (except in the ordinary course of business) it sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertakings or assets (whether by a single transaction or by a series), or all or any substantial part of its assets are seized or appropriated by or on behalf of any governmental or other authority or are compulsory acquired; or if anything analogous to the events referred to in 8.3 to 8.8 above occurs in any jurisdiction in which the Charterer conducts its business; or

CANCELLATION - No cancellation charges shall arise where the Charterer terminates this agreement in accordance with clause 8A. If the Charterer wishes to cancel any flight or flights, the following cancellation charges shall be paid forthwith by the Charterer to the Carrier as agreed compensation. Note: date of positioning flight is considered as date of departure (this may not always be the day of YOUR departure as it is occasionally necessary to position the previous day, to accommodate early departures, crew duty etc) 8A.1 Charterer may immediately terminate this agreement upon notice to Carrier in the event of Carrier's material breach of this agreement which is not capable of remedy within a period which would allow for the flights to be performed materially in accordance with the times and dates specified herein

9. EFFECT OF DEFAULT

9.1 If this Agreement is terminated under Clause 8, then the Charterer shall (without prejudice to any other rights and remedies which the Carrier may have) pay forthwith to the Carrier all amounts then due and unpaid to the Carrier hereunder, together with interest thereon (if any) at the rate specified in the Schedule and the Carrier shall be entitled to retain any initial deposit paid by the Charterer pursuant to any provisions therefore set out in the Schedule.

9.2 Pursuant to clause 8, but not clause 8A, the Charterer shall indemnify the Carrier and the Carrier against any claims by any passenger of the Charterer arising out of the termination of the Agreement.

10. GENERAL

10.1 Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if left at or sent by first class post or facsimile message to the address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by facsimile message upon the day such facsimile message is sent.

10.2 Time shall be the essence of this Agreement

10.3 This Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the charter of the aircraft as described herein.

10.4 No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.

10.5 No claims shall be made against the Carrier in respect of any representation warranty indemnity or otherwise arising out of or in connection with the charter of the aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this Agreement.

10.6 No variation of this Agreement shall be effective unless made in writing and signed by both parties.

10.7 The Charter Price, payment terms and other commercial terms contained in this Agreement are confidential to the parties and may not be disclosed to third parties without prior approval.

10.8 No failure by the Carrier to exercise and no delay by the Carrier in exercising any right, power of privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

10.9 The Charterer shall not be entitled to assign the benefit of this Agreement.

10.10 Neither party shall in any event be liable for any consequential or special damage or loss including loss of profit or anticipated profit arising from the performance or non-performance of any Flight or any of its obligations hereunder.

11. CHOICE OF LAW, SUBMISSION TO JURISDICTION

This Agreement shall be governed by and interpreted in accordance with law of Czech Republic and the parties hereto hereby submit to the non-exclusive jurisdiction of the Czech Courts.