



**DALaviation**  
General Terms  
Of  
Air Charter Brokerage

## NOTICES

### *EU COUNCIL REGULATION 889/2002*

*Where the Carrier is a Community Air Carrier EU Council Regulation 2027/97 as amended by EU regulation 889/2002 shall govern the liability of such carrier.*

### *EU COUNCIL REGULATION 261/2004*

*Where the Carrier is a Community Air Carrier EU Council Regulation 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights may apply to the Flight-*

### *WARSAW/MONTREAL CONVENTIONS*

#### *LIABILITY FOR BAGGAGE, CARGO, INJURY OR DEATH*

*The Flight may be governed by the International Convention for the Unification of Certain Rules Relating to International Carriage by Air as amended (the "Warsaw Convention") as amended and supplemented 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) conducted by the Carrier.*

**WHEREAS:**

- A. These General Terms and Conditions (the “General Terms and Conditions”) set out the general terms and conditions for the supply of air charter brokerage services and related services by DALaviation Switzerland Sàrl (“DALaviation”) to the Charterer (as set out in the Charter Contract).
- B. The provisions of these General Terms and Conditions will be incorporated into each Charter Contract in their entirety, unless otherwise stated.
- C. In the event of any conflict between the terms of any Charter Contract and the General Terms and Conditions, the Charter Contract shall prevail.

**1. Definitions**

<b>Agreement</b>	means the Agreement between the Charterer and DALaviation for the provision by DALaviation of air charter brokerage services comprising these General Terms and Conditions, all Charter Contracts and any annexes and schedules thereto.
<b>Aircraft</b>	means the aircraft (or its suitable substitute) operated in connection with a Flight
<b>Carrier</b>	means any commercial air carrier or aircraft operator selected to provide the Aircraft for the period of the Charter
<b>Charter</b>	means the charter of the Aircraft by the Charterer, as arranged by DALaviation and pursuant to the terms herein
<b>Charter Price</b>	means the price of the Charter as set out in the Charter Contract
<b>Charter Contract</b>	means the charter details substantially in the form of the Schedule hereto
<b>Check-in Time</b>	the time or times stated in the Charter Contract or as otherwise notified to the Charterer by DALaviation
<b>Departure Time</b>	means the departure time of the Flight(s) as set out in the Charter Contract
<b>Flight</b>	means the flight(s) described in each Charter Contract
<b>Force Majeure</b>	means any event beyond a party’s control including (but not limited to) acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, fire, lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties and extreme weather conditions, accidents to or failure of the Aircraft, engines or any other part thereof or any machinery or apparatus used in connection therewith.
<b>Traffic Documents</b>	all passenger tickets, baggage checks, air waybills and other documents required under applicable international conventions or other applicable law.

**2. Services provided by DALaviation**

- 2.1. DALaviation agrees to provide aircraft charter brokerage services to the Charterer in accordance with the requirements, terms and conditions of this Agreement.
- 2.2. DALaviation shall be responsible for the sourcing of a suitable aircraft from the Carrier for Charter in accordance with the Charterer’s requirements.
- 2.3. The Charterer agrees that carriage will be provided by the Carrier and that the Carrier will have the exclusive responsibility for the maintenance and operation of the Aircraft for the period of the Charter. The Charterer agrees that, DALaviation, having no authorisation from the Carrier, the crew shall be the servants and agents of the Carrier and shall be authorised to take orders only from the Carrier unless otherwise agreed by the Carrier and recorded in writing.
- 2.4. DALaviation shall procure that the Carrier provides the Aircraft properly manned, maintained, equipped and fuelled for the Charter in accordance with the laws and regulations of the state of registration of the Aircraft and all other applicable laws and regulations as evidenced by provision of a valid Air Operators Certificate (AOC) and appropriate insurance for the aircraft operations.
- 2.5. Carriage performed by the Carrier shall be subject to the conditions of carriage contained or referred to in the Traffic Documents of the Carrier from time to time, including its own conditions of carriage.

**3. Charter Price**

- 3.1. The Charter Price shall be specified in the Charter Contract and shall, unless otherwise stated, include fuel, oil, maintenance, landing, security, per capita head fees and taxes for the number of passengers stated in the Charter Contract only, air traffic control, parking, ground handling, all license fees, clearance fees, royalties and non-objection fees, baggage screening charges, and the remuneration and expenses of the Carrier's crew and cabin staff.
- 3.2. All other costs including (but not limited to) connections to and from airports, ground accommodation and non-standard BASIC catering, hangarage, de/anti-icing, push-back or towing charges, carriage of pets, aircraft cleaning following de-icing or pet carriage, additional passengers not defined in the Charter Contract shall exclusively be for the account of the Charterer, unless otherwise specified in the Charter Contract.
- 3.3. The Charter Price shall be based on the costs of aviation fuel and other variables at the date of the Charter Contract. Accordingly, the Charter Price shall be subject to surcharges imposed by the Carrier for any fuel, insurance, Air Navigation fees and charges, currency variations or taxes exceeding 2.5% of their value at the date of the Charter Contract.
- 3.4. The Charter Price and all other charges provided for in this Agreement are exclusive of any value added or sales taxes which shall be paid in addition by the Charterer at the prevailing rate, if applicable.

#### **4. Payment**

- 4.1. The Charterer shall pay DALaviation the Charter Price and any other sums set out in the Charter Contract at the time specified in the Charter Contract and in the currency specified in the Charter Contract without set-off, deduction or counterclaim and no later than 48 hours prior to the scheduled departure time. Non-payment in a timely manner shall be considered sufficient grounds for DALaviation to cancel the contract and seek recovery of costs from the Charterer.
- 4.2. In the event that additional services are requested over and above those in the Charter Contract and DALaviation agree to provide such services, DALaviation shall either add the cost of such services to the Charter invoice or raise separate invoices for such services, the payment terms for which shall be set out in the invoice.
- 4.3. In the event that the Charterer is required to withhold any part of any payment payable by it to DALaviation 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, DALaviation shall receive from the Charterer the full amount of such payment.
- 4.4. Time of payment is of the essence in this Agreement. DALaviation may, without prejudice to any other rights or remedies under this Agreement, terminate this Agreement without liability to the Charterer in the event that payments are not made on the dates specified. DALaviation shall also be entitled to recover from the Charterer any applicable cancellation charges imposed by the Carrier or other sources. In all cases it is incumbent on the Charterer to ensure that cleared funds covering the full Charter Price are paid to DALaviation 48 hours prior to the date and time of the commencement of the Charter and such proof of payment (POP) is made available to DALaviation in a timely manner prior to flight unless agreed in writing by DALaviation.
- 4.5. If for any reason any payment due to DALaviation hereunder is not made on the due date, and notwithstanding DALaviation's rights under Clauses 4.2, 4.3 and 4.4, then the Charterer shall pay to DALaviation simple interest on the amount unpaid at the legally proscribed rate in force for such debt or at the rate of 8% per annum above the prevailing Marginal Lending facility rate of The European Central Bank from the due date until the date of payment. In such cases, an additional late payment processing fee of €100 shall apply.

#### **5. Traffic Documents and Embarkation**

- 5.1. DALaviation shall procure that the Carrier shall supply the Traffic Documents and all other necessary documents relating to the carriage undertaken pursuant to this Agreement (including full passenger passport details, pet passports and medical certificates, child travel authorisations etc.) and the Charterer shall provide to DALaviation 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, this time is never less than 24 hours prior to the commencement of the Charter.
- 5.2. All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport license issued to the Carrier by the relevant authority and (ii) any further licenses or registrations which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.
- 5.3. The Charterer shall ensure that passengers and their baggage and any cargo shall be at the specified check-in point at the departure airport not later than the Check-in Time, which shall be on later than 15 minutes prior to the scheduled departure time, and that all passengers possess all required Traffic Documents, identity

documents, passports, visas and other documents required by the Carrier and authorities of states of departure, transit and arrival of the Flight for the transportation of them, their baggage and any cargo.

- 5.4. In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight, normally limited to up to 30 minutes after the scheduled departure time (notwithstanding any efforts made by DALaviation to re-schedule the Flight pursuant to Clause 6.2), DALaviation and/or the Carrier shall be under no liability whatsoever to the Charterer or to such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on an alternative flight or routing, the Charterer shall pay on demand to DALaviation such additional sum that the DALaviation may specify for each such passenger to cover any additional charges levied by the Carrier.
- 5.5. In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified DALaviation, its officers, employees and agents against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by DALaviation in respect thereof (including but not limited to charges, fees, penalties, imposts or other expenses levied upon the Carrier and passed on to DALaviation) or of any arrangements made by the Carrier and/or DALaviation to return such passenger to the country from which such passenger was originally carried.

## 6. Flight Cancellation and Delay

6.1. In the event that:

- 6.1.1. any Aircraft required for the operation of any Flight 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
- 6.1.2. if the Carrier has an administrator, receiver, administrative receiver, trustee or other like person appointed over a part or all of its assets or business and as a result the Carrier is unable to perform the Flights at the same cost to the Carrier; or
- 6.1.3. if the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up

then DALaviation shall use reasonable endeavours to find an alternative carrier and similar or equivalent aircraft to operate such Flights as may be affected by the occurrence of any of the above events. DALaviation shall indicate to Charterer any additional costs that may apply in such cases and at Charterer's choice proceed with the substitution and pass on such supplemental costs or cancel the charter and reimburse any funds paid to date.

- 6.2. If a Flight is, or is to be, delayed beyond the scheduled time of departure by reason of any failure by the Charterer or any passenger to comply with its obligations hereunder or any other act or omission on the part of the Charterer or any passenger, in all cases which are not attributable to Force Majeure or otherwise not beyond Charterer's or any passenger's control, then DALaviation shall use reasonable endeavours to make arrangements with the Carrier to re-schedule the affected Flight provided always that the Charterer shall indemnify DALaviation in respect of any loss incurred by, or increased charges levied on, DALaviation as a result of such delay.
- 6.3. If DALaviation is unable to make arrangements with the Carrier to re-schedule the affected Flight, DALaviation reserves the right in such circumstances to cancel the Charter Agreement with respect to the affected Flight, and to charge the Charterer the applicable cancellation charges in the Charter Contract.
- 6.4. If a Flight is, or is to be, delayed beyond the scheduled time of departure or has to be cancelled for technical reasons, in all cases which are not attributable to Force Majeure or otherwise beyond DALaviation's or Carriers control, then DALaviation shall use reasonable endeavours to make arrangements with the Carrier to re-schedule the affected Flight or provide an equivalent alternative aircraft, provided always that the Charterer shall indemnify DALaviation in respect of any loss incurred by, or increased charges levied on, DALaviation as a result of such change of aircraft.
- 6.5. In the event of any delay (other than any delay for technical reasons the responsibility and liability for which shall lie with the Carrier) deviation, diversion or cancellation 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 DALaviation on demand.
- 6.6. The Charterer may cancel a Flight pursuant to this Agreement at any time prior to departure by notice in writing to DALaviation, subject to the cancellation terms set out in the Charter Contract.
- 6.7. Cancellation charges shall vary depending on the Carrier and Flight(s) to be performed. DALaviation shall use reasonable endeavours to minimize cancellation charges raised by the Carrier however the Charterer

acknowledges that such charges will be levied upon DALaviation in the event of Charterer's cancellation and as such, the cancellation charges as between DALaviation and Charterer represent a genuine pre-estimate of the loss that DALaviation will suffer and do not in any way represent a penalty.

## 7. Aircraft and Crew

- 7.1. The captain of the Aircraft shall have complete discretion concerning preparation of the load carried and its distribution and of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken and 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.
- 7.2. All ground and operating personnel, including cabin staff, are authorized 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.
- 7.3. Subject always to the Carrier's conditions of carriage, in the event that a passenger's conduct, behaviour or health is deemed by the captain of the Aircraft to cause, or be likely to cause, discomfort or nuisance to other passengers or jeopardise the safety of the passengers and/or the Aircraft, then the captain of the Aircraft shall be entitled to take any action deemed necessary to procure the safety of the passengers and Aircraft including, but not limited to diverting or returning to the airport of departure and/or removing the passenger(s) in question. If such action is deemed necessary, Charterer shall compensate DALaviation against any loss incurred by DALaviation as a result of such diversion and removal.

## 8. Exclusion of Liability

- 8.1. Neither DALaviation nor the Charterer shall be under any liability to each other for any failure by it to perform its respective obligations under this Agreement arising from Force Majeure or situations arising outside the foreseeable control of DALaviation.
- 8.2. The Charterer shall indemnify DALaviation, its officers, employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred and arising out of or in connection with:
  - 8.2.1. Charterer's breach or negligent performance or non-performance of this Agreement; and
  - 8.2.2. the enforcement of this Agreement; and
  - 8.2.3. any claim made against DALaviation by a third party arising out of or in connection with the Charter, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by Charterer, its employees, agents or subcontractors;
- 8.3. DALaviation is not an air carrier neither is it an operator of aircraft nor an agent of the Carrier nor accordingly shall it be deemed to undertake any carriage to which this Agreement relates as a common carrier.
- 8.4. The Charterer hereby acknowledges and agrees that DALaviation is not in any way responsible for the acts, omissions or defaults of the Carrier or the failure of the Carrier to perform its obligations contemplated hereunder and hereby waives any claims against DALaviation for the Carrier's acts, omissions and defaults, including but not limited to, technical failure of the Aircraft resulting in accident, cancellation or delay.
- 8.5. Nothing in this agreement limits or excludes DALaviation's liability for:
  - 8.5.1. death or personal injury caused by its gross negligence; or
  - 8.5.2. fraud or fraudulent misrepresentation;
- 8.6. Subject to clause 8.5, DALaviation shall not be liable to the Charterer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
  - 8.6.1. loss of profits;
  - 8.6.2. loss of sales or business;
  - 8.6.3. loss of agreements or contracts;
  - 8.6.4. loss of anticipated savings;
  - 8.6.5. loss of or damage to goodwill;
  - 8.6.6. loss of use or corruption of software, data or information;
  - 8.6.7. any indirect or consequential loss.

## 9. Termination

- 9.1. Either party (the "Terminating Party") may terminate this Agreement immediately by notice in writing if:

- 9.1.1. the other party commits a breach of this Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as the Terminating Party shall require following notice to the other party of the breach; or
  - 9.1.2. the other party is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986 as if the words 'if it is proved to the satisfaction of the court' were replaced by 'if in the reasonable opinion of the Terminating Party') or a petition is presented or a resolution is passed to wind up the other party or an administration order is made in relation to the other party or a receiver, manager, administrative receiver or like person is appointed over the whole or any material part of the property, undertaking or assets of the other party; or the other party makes a voluntary arrangement within the meaning of Section 253 Insolvency Act 1986 or the other party becomes insolvent or is otherwise unable to pay its debts; or an analogous event to any of those in this clause 9.1.2 occurs in respect of the other party in any territory whose jurisdiction the other party is subject.
- 9.2. Termination of this Agreement shall be without prejudice to any rights or remedies available to or any obligations or liabilities accrued to, either party at the effective date of termination. Except as provided herein, following termination the parties will have no obligation to further perform their obligations under this Agreement, with the exception of any obligations which expressly apply hereunder after termination.
- 9.3. Notwithstanding anything in this Agreement to the contrary, in the event of any termination by DALaviation, DALaviation shall, at Charterer's request and subject to payment of the Charter Price and any other sums due in respect of the Charter, honour and cause each Carrier to perform any trips that were scheduled by Charterer prior to the effective date of the termination.

## 10. Miscellaneous

- 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. 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.
- 10.3. No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.
- 10.4. No claims shall be made against DALaviation 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.
- 10.5. No variation of this Agreement shall be effective unless made in writing and signed by authorised signatories on behalf of both parties.
- 10.6. No failure by DALaviation to exercise and no delay by DALaviation in exercising any right, power or 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.
- 10.7. The Charterer shall not be entitled to assign the benefit of this Agreement without DALaviation's prior written consent.
- 10.8. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such party.
- 10.9. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland.
- 10.10. Each party irrevocably agrees, for the sole benefit of DALaviation that, subject as provided below, the courts of Geneva, Switzerland shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of DALaviation to take proceedings against Charterer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. If so requested by DALaviation the Charterer shall provide an address in Switzerland where service of process can be effected.

**OR, IF CHARTERER IS IN RUSSIA**

10.11. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

10.11.1. The number of arbitrators shall be one.

10.11.2. The seat, or legal place, of arbitration shall be Geneva, Switzerland.

10.11.3. The language to be used in the arbitral proceedings shall be English.

10.11.4. The governing law of the contract shall be the substantive law of Switzerland.



## EU NOTICE REQUIREMENT - ARTICLE 6(1) - EU CARRIERS (Where Applicable)

Passengers attention is drawn to the fact that according to Article 3 of the Montreal Convention, the transport of passengers on a flight where the final destination or the intermediate points of landing are situated in a country other than the country of origin of the flight, may be governed by the Montreal Agreement, and that the liability of the carrier and / or crew in respect of death or bodily injury to passengers as well as damage to or loss of baggage, will be limited as set out in the above Convention. These limits may be less than 10.000,00 Special Drawing Rights in respect of death of bodily injury.

### **Air carrier liability for passengers and their baggage**

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

### **Compensation in the case of death or injury**

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### **Advance payments**

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

### **Passenger delays**

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs.

### **Baggage delays**

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs.

### **Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In

the case of unchecked baggage, the carrier is liable only if at fault.

### **Higher limits for baggage**

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

### **Complaints on baggage**

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

### **Liability of contracting and actual carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

### **Time limit for action**

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

### **Basis for the information**

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No2027/97 (as amended by Regulation (EC) No889/2002) and national legislation of the Member States.

## General Terms and Conditions of Business

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The following General Terms and Conditions of Business (hereafter called terms) are part of the Transport Agreement. Changes to these terms are valid only when confirmed in writing by DALAviation Switzerland SÀRL. Should other operator's aircraft be used as sub-charter, the Terms and Conditions of Transport of these operators apply together with the regulations of the country they are based in as well as the Montreal Agreement.

### 1. Limit of Offer

All offers are without engagement, depend on availability and are subject to all traffic rights.

### 2. Terms and Condition of Transport.

The subject of this contractual agreement is the transport of passengers and / or goods from point of departure to destinations as stated in the DALAviation Switzerland SÀRL offer for charter. The charterer or its passengers do not have any further rights, especially direct or indirect influence on our personnel and the aircraft.

### 3. Charges

The prices stated in the offer are firm and calculated according to the customer's individual requirements. Extra costs due to necessary operational changes, special services requested by Charterer or economic surcharges may be charged at a later date.

#### 3.1. Catering Conditions

DALAviation will ensure provision of standard cold catering according to the time of day, along with hot and cold drinks in reasonable quantities for private consumption on-board the aircraft.

Standard catering describes: Continental breakfast set in the morning with fruits and juice. All other daytime meals, fruits and a sandwich meal set or mixed canapés will be served. Cold drinks are defined as Coca Cola, Coca Cola lite or Zero, Sprite, Fanta, Sparkling & still water, beer, white and red wine and a small bottle of Champagne. Where such is not available or the crew is unable to procure in time for the flight equivalent alternatives may be proposed.

If other catering or drinks or brands are required, or special dietary requirements to be met, then the Charterer must make such requests in writing in advance of the flight time and no later than 48 hours prior to departure to DALAviation operations team who will endeavour to fulfil such request. DALAviation reserves the right to quote and charge for such additional services.

#### 3.2. Passenger Conditions

For each additional passenger, other than indicated in the Charter Contract, DALAviation will charge an additional passenger fee that will be not less than €150.00/leg and based on duration of flight and boarding and destination passenger costs, in addition to any passenger fees, charges taxes or customs charges and additional catering charges. If there are less passengers flying than stated in the Charter Contract then refunds can only be offered if the notification of such change and request for refund is made at least 48 hours before the contracted departure time, and full payment of the Charter has already been made.

#### 3.3. Children Conditions

Children between the ages of 12 to 18 not accompanied by at least one parent may be carried unaccompanied provided full parental authorisation letters and required documentation are provided, no later than 48 hours prior to departure, by each parent not travelling with the child. The liability for such carriage for incidental damage to the aircraft, fittings or equipment shall rest with the parents.

Children younger than 12 must be accompanied by a parent, authorised guardian or approved child-minder and with full parental authorisation letters and required documentation provided, no later than 48 hours prior to departure, by each parent not travelling with the child and to authorise the other accompanying adults for such role.

It is the sole responsibility of the Charterer to ensure the appropriate documents are available for the countries concerned during the flight.

#### 3.4. Pet Conditions

For each dog/cat/pet that was not indicated to DALAviation prior to the Charter Contract being prepared an additional charge of not less than €100.00 and based on duration of flight and boarding and destination pet costs will be charged in addition to any cleaning fee (at cost or forfeit at €150 per leg) required post flight, at the decision of the Captain. Carriage of animals over 10kgs will always incur the forfeit cleaning charge.

For each dog/cat/pet inbound to The United Kingdom DALAviation must be provided with full details including appropriate passport, electronic chip and vaccination/inoculation and other veterinary certificates or attestations as may be demanded, no less than 24 hours prior to the contracted departure

time. In this case a UK customs fee of not less than €250.00 for first pet and then €100 subsequent, will be charged in addition to any cleaning fee (at cost or forfeit at €150 per leg) required post flight, at the decision of the Captain if not detailed in the Charter Contract. EGLF/Farnborough Pet fee is €350 for first pet and then €150 each additional.

### **3.5. De/Anti Icing Conditions**

The Charter Price does not include any aircraft de/anti-icing, associated aircraft cleaning costs or alternatively any hangar costs. These costs will be charged separately according to the third party invoices plus a 10% handling surcharge of DALaviation. Only one aircraft cleaning cost will be levied per trip, unless the Captain deems an aircraft cleaning necessary for continued efficient and safe operation of the aircraft.

### **3.6. Flight Confirmation Conditions & Weather**

Flight confirmation depends upon The Carrier obtaining necessary traffic rights, airport slots/opening hours/PPR and weather. DALaviation will charge a fee of not less than €50 and not more than €100 for each schedule time change request, requiring a new slot/PPR from Geneva, made within 6 days of initially scheduled flight time.

Should a diversion be necessary due to weather or any other safety reason (as determined, with absolute discretion, by the Captain) the cost will be charged separately in addition to the Charter Price and without any surcharge.

### **3.7. Parking Availability, Towing & Hangar Charges**

Should appropriate parking not be available as required to fulfil the contracted Charter, then DALaviation shall be entitled to reposition an aircraft and pass on such costs to Charterer. Whenever possible DALaviation will provide advance notice and quotation to Charterer of such costs.

Should an aircraft be positioned, parked or require hangarage at the request of airport authorities or other third parties pre or post flight in such a way that towing or parking or hangarage not initially defined in the charter contract are incurred, then the Charterer shall be billed after flight at cost plus a 10% handling surcharge of DALaviation. This has typically been seen occasionally in Geneva where operators are obliged to use the South parking incur a €300-€350 towing charge.

### **3.8. Cargo Conditions**

DALaviation bases aircraft loading calculations on a 20kgs luggage allowance per passenger. If the luggage differs from this value the Charterer is requested to inform DALaviation prior to signature of the Charter Contract. DALaviation reserves the right, at the decision of the Captain, to weigh all luggage and to refuse carriage on the Charter flight of all luggage in excess of this allowance. DALaviation will make reasonable efforts to arrange transport of the excess luggage to the destination by other transport means and will notify and agree such additional charges for this service with the Charterer prior to engaging such service. Charters are requested to use soft sided luggage or holdalls to facilitate hold stowage and packing.

### **3.9. Early Departure & Late Arrival Conditions**

DALaviation may have multiple flights arranged for different Charterers each day. Charterers must indicate they wish exclusive use of aircraft prior to completing the Charter Contract. DALaviation or Carrier reserves the right to move or position the aircraft between specific trip legs of a Charterers trip, within the limit that the aircraft will be on station no less than 30 minutes prior to a scheduled departure.

If all passengers do not show at the designated departure terminal and at the designated departure time within 30 minutes of the scheduled departure DALaviation and the Carrier reserve the right, without further notification, to depart the contracted airport without some or all of the passengers unless a delay to the schedule is agreed with DALaviation in writing no less than two hours before the scheduled departure time. In any case, any fees for delay, impact on crew duty time or impact on subsequent charters may be passed through to the Charterer should DALaviation agree to such schedule change. Such fees will be indicated to the Charterer at the time of notification of the delay.

### **3.10. AOG (Aircraft on Ground) Technical Issues Terms**

In the case of an AOG, DALaviation will make all reasonable efforts to use one of their back-up aircraft to replace the AOG aircraft. If this is not possible, DALaviation will try to arrange a sub-charter from the free market and will indicate any fees in excess of the Charter Price to Charterer as such will be at the charge of the Charterer, should the Charterer wish to accept such sub-charter. An AOG event shall be considered a case of Force majeure in respect of continued operation of the flight.

### **3.11. Forbidden Items**

All electronic devices of the series “Samsung Galaxy Note 7” are strictly forbidden to be brought into the cabin or to be carried in any luggage which shall be loaded on into the aircraft.  
A detailed list of dangerous or prohibited goods is provided in the attached IATA Table 2.3.A

### 3.12. Smoking Policy

All DALaviation aircraft are designated NON SMOKING. If passengers do smoke, then at the Captain's discretion, the flight may be terminated immediately and the passenger/charterer will be liable for all associated costs and all cleaning and purification costs incurred.

## 4. Authority of the Crew

Passengers are reminded that the instructions given by the Captain (and other members of the crew or agents of the carrier) shall be followed at all times while on board the aircraft, embarking there from and on airfields.

The Captain of the aircraft shall have absolute discretion:-

- a) To refuse any passenger(s), baggage or cargo;
- b) To decide what load may be carried on the Aircraft and how it shall be distributed;
- c) To decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed.

## 5. Justifiable Change

The ordered route, the proposed points of departure and landing as well as dates of flight or other details of the flight may be changed at any time especially if caused by technical, operating or security reasons without any claim of tort for the passenger.

## 6. Availability

DALaviation reserves the right to provide the charterer with another similar aircraft at any time should the offered / booked aircraft be unavailable. DALaviation may charge all extra costs arising to the charterer; however the charterer may cancel the flight should this be the case.

## 7. Brokerage

Should DALaviation fly by order of a third party (brokerage), the broker as well as the charterer are liable for the payment of the flight.

## 8. Terms of Payment

Transport of passengers and / or goods stated in our offer are usually payable immediately. In general, the flights are performed against advance payments only. In case of invoicing, payments are to be made immediately without any deduction. A payment which has not been received within 7 days of the invoicing date is considered late and interest charges detailed in our general terms and condition are added to the initial amount. No liability arises to DALaviation for flights cancelled, delayed or modified as a result of funds invoiced not having been received, in full, by DALaviation within 48 hours prior to a flight.

The Charter Price, as indicated in the Charter Contract and subsequent invoice must be paid in full and with cleared funds 48 hours prior to departure and in all cases DALaviation reserves the right to cancel or terminate such a flight at its sole discretion if this is not done. DALaviation reserves the right to not fly any contracted flight not paid in full prior to the flight. The invoice will contain specific terms of payment of different to these general terms of business. VAT may be charged where required in addition to the net Charter Price.

## 9. Cancellation

In the event that the charterer cancels a flight already ordered, the company is entitled to 20% of the agreed price, unless otherwise stated on the front page of this agreement or agreed in writing

- 7 days prior to date of flight 40% of agreed price
- 3 days prior to date of flight 60% of agreed price
- 24 hours prior to date of flight 80% of agreed price
- 12 hours or less prior date of flight 100% of agreed price

In all cases, if an aircraft has been positioned or cause to be positioned specifically for the Charterer's flight, or if a flight booking has been confirmed, from any party, that requires the aircraft to be positioned by the cancelled flight, then cancellation fees will not be less than the costs incurred for such positioning flight(s) and preparations thereof.

Full payment must be received for all charter flights no later than 48 hours prior to the agreed departure date/time of the first leg of any booking.

**10. Severability**

If any one or more clauses of the terms shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

**11. Applicable Law**

These terms are governed by and construed in accordance with international aviation laws and the laws of Switzerland and are performable in the Courts of Geneva, Switzerland.

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