

GENERAL TERMS AND CONDITIONS OF CARRIAGE

Valid as of 1st of January 2020

1. DEFINITIONS

In this Agreement unless the context otherwise requires:

1.1. "Agreement" means the aircraft charter agreement between JetBee Czech and the Customer and consists of a Confirmation and these General Terms and Conditions.

1.2. "Aircraft" means the Aircraft described in the Confirmation or any substitute aircraft under Clause 12.1 of the Terms.

1.3. "JetBee Czech" means JetBee Czech s.r.o. or a substitute Carrier under Clauses 2.4 and 12.2 of the Terms.

1.4. "Confirmation" means the document signed by or on behalf of JetBee Czech and the Customer forming part of this Agreement which sets out details of the Flight or Flights.

1.5. "Customer" means the person named as such in the Confirmation.

1.6. "Customer Agent" means the person or organisation named as the Customer in the Confirmation, but who is not a Passenger and whose business is chiefly that of the arrangement of travel on behalf of the Passenger(s).

1.7. "Passenger" means those persons travelling onboard the Aircraft for the duration of the Flight.

1.8. "Flight" means a flight or flights specified in the Confirmation.

1.9. "Itinerary" means the itinerary and ticket information for a Flight issued by JetBee Czech which contains or refers to the Terms.

1.10. "Terms" means these General Terms and Conditions.

1.11. "Total Price" means the fixed price for the Flights agreed by the Customer in the Confirmation.

2. RESPONSIBILITES OF JETBEE CZECH

2.1. JetBee Czech shall provide the Aircraft for the Customer's use equipped, maintained and fuelled and with crew complying with relevant international commercial standards who shall be and remain the servants and agents of JetBee Czech.

2.2. JetBee Czech shall provide all necessary Passenger tickets, baggage checks, airway bills and all other necessary documents relating to the carriage pursuant to this Agreement. The Customer shall give JetBee Czech, in good time, all necessary information and assistance to complete such documents to enable the same to be completed for issue to Passengers in accordance with Clause 3.3 below.

2.3. JetBee Czech shall at its expense use reasonable endeavours to ensure that all necessary licences and permits are obtained for the Aircraft to perform the Flights. The Customer shall give JetBee Czech all information and assistance necessary for JetBee Czech to obtain such licences and permits before each Flight. The undertaking of each Flight is conditional upon the timely grant and validity of such licences and permits.

2.4. JetBee Czech shall be entitled to subcontract any of its obligations hereunder to any other licensed operator (herein known as the "Carrier") operating aircraft of a reasonably similar type.

3. RESPONSIBILITIES OF THE CUSTOMER

3.1. The Customer and all Passengers will be bound by the conditions of this Agreement.

3.2. JetBee Czech shall not and shall not be deemed to, undertake any carriage to which this Agreement relates as a common carrier.

3.3. The Customer and any Passengers shall ensure that all passports and valid country visas are provided to JetBee Czech in advance of the flight for pre-screening. All Passengers MUST carry onboard all JetBee Czech flights their passport, visa, national identity card, and any other appropriate documentation. This includes both domestic and international flights. The Customer shall indemnify JetBee Czech against all liabilities costs and expenses which result from any failure by the Customer to effect such delivery.

3.4. The European Parliament and the Council adopted Directive (EU) 2016/681 on the use of passenger name record (PNR) data for the prevention, detection, investigation and prosecution of terrorist offences and serious crime (The PNR Directive). As a result, The Directive notably provides for the obligation of JetBee Czech to transfer to Member States the PNR data; minimum in form of (name/surname/DOB/passport number/nationality/expiry). Failure to provide information requested may result in significant check-in/boarding delays and/or the fine where the Customer is fully liable for the payment.

3.5. Notice is hereby given that the Itinerary will provide that travel by air under JetBee Czech's Terms is subject to the rules relating to liability established by the Montreal Convention of 28th May 1999. This Convention, among other things, governs the liability of JetBee Czech in respect of the death or personal injury of, or delay to, a Passenger or the loss, damage or delay to a Passenger's baggage. The Montreal Convention Notice can be found in [Appendix 1](#) to these Standard Terms and Conditions. The Customer will ensure that all Passengers are aware of this prior to boarding any Flight.

3.6. The Customer shall ensure that no Passenger's baggage carried on the Aircraft shall contain anything of a dangerous, hazardous or offensive nature or anything of which the carriage, importation or exportation is prohibited by any country or state over, to or from which the Aircraft will fly. The Customer shall notify JetBee Czech in writing of any such baggage and shall, if required by JetBee Czech, procure additional insurance cover in respect thereof. Banned & Restricted Items can be found in [Appendix 3](#) to these General Terms and Conditions.

3.7. The customer shall ensure that all Passengers, with the exception of infants under the age of 2 years, must be able to board and disembark the aircraft unassisted. Passengers with reduced mobility must declare their requirements at the point of booking in order that appropriate facilities can be put in place to assist them. Failure to declare such requirements may result in the refusal of carriage of the passenger. In this instance, full cancellation charges as per the Flight Confirmation will be payable.

4. RESPONSIBILITIES OF THE CUSTOMER AGENT

4.1. The Customer Agent shall be bound by all responsibilities of the Customer as detailed in Clause 3 and all other Clauses of these General Terms and Conditions.

4.2. Whereby a Customer Agent books a Flight, JetBee Czech and the Customer Agent agree that the Customer Agent acts solely as an agent for both Passengers and JetBee Czech in respect of such Flights detailed in the Confirmation and that the Customer Agent has no liability whatsoever in respect of the operation of such Flights.

4.3. Whereby a Customer Agent books a Flight, the Customer Agent shall be responsible for all Payments due by the Customer as described in Section 8. The Customer Agent shall collect all Payments from the Passenger(s) and make payment to JetBee Czech pursuant to Section 8.

4.4. In the event of non-payment by the Passenger(s) to the Customer Agent, the Customer Agent remains responsible for all Payments, and the non-payment by Passenger(s) does not reduce this responsibility in any form.

5. CARRIAGE OF PASSENGERS

5.1. Carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the Itinerary. The Customer and all passengers will be bound by these conditions of carriage.

5.2. Neither JetBee Czech nor the Carrier shall, or shall be deemed to, undertake any carriage to which this Agreement relates as a common carrier.

5.3. Notice is hereby given that the Itinerary will provide that travel by air under JetBee Czech's Terms is subject to the rules relating to liability established by the Montreal Convention of 28th May 1999. This Convention, among other things, governs the liability of JetBee Czech in respect of the death or personal injury of, or delay to, a Passenger or the loss, damage or delay to a Passenger's baggage. The Customer will ensure that all Passengers are aware of this prior to boarding any Flight.

5.4. The Customer shall ensure that no Passenger's baggage carried on the Aircraft shall contain anything of a dangerous, hazardous or offensive nature or anything of which the carriage, importation or exportation is prohibited by any country or state over, to or from which the Aircraft will fly. The Customer shall notify JetBee Czech in writing of any such baggage and shall, if required by JetBee Czech, procure additional insurance cover in respect thereof. Banned & Restricted Items can be found in [Appendix 3](#) to these General Terms and Conditions.

5.5. The Customer shall ensure that no Passenger's baggage carried on the Aircraft shall exceed the size or weight restrictions described in [Appendix 2](#) to these General Terms and Conditions.

6. PERFORMANCE OF THE FLIGHT

6.1. The Captain of the Aircraft shall have complete discretion (i) to refuse any Passengers or baggage, (ii) concerning the load to be carried and its distribution and (iii) to decide whether or not a Flight should be undertaken and when and where landings should be made. The Customer, Customer Agent and Passenger(s) will not hold JetBee Czech responsible for any losses arising from a decision of the Captain.

7. EMPTY LEG DEALS

7.1. An Empty Leg Deal is, for the purposes of these General Terms and Conditions, any Flight booking for which a lower price is given based on the Customer travelling on an existing empty sector, or similar route for which normal repositioning of the aircraft is reduced.

7.2. For the purposes of clarity JetBee Czech will notify the Customer that their Flight is an Empty Leg Deal by describing as such in the Flight Confirmation.

7.3. By its nature, an Empty Leg Deal relies on the surrounding schedule of JetBee Czech aircraft and on other, full-price JetBee Czech Flights. JetBee Czech therefore reserves the right to cancel or alter the schedule of any positioning flights at any time. If a schedule change of cancellation affects an Empty Leg Deal booking, the Customer shall be offered the opportunity to do one of the following:

7.3.1. Cancel their Empty Leg Deal and receive a full refund for any payments already made to JetBee Czech.

7.3.2. Reschedule their flight at another time as offered by JetBee Czech. The price for this may change depending upon the difference to the original schedule.

7.3.3. Book the same flight at full price Flight rates, subject to availability of a JetBee Czech aircraft.

7.4. If the Customer decides of their own volition to cancel an Empty Leg Deal booking, and not as a result of a situation as described in Section 7.3, cancellation terms as per the Empty Leg Deal Confirmation will apply.

8. DELAYS, DIVERSIONS AND ALTERATIONS

8.1. If on any Flight any departure is delayed for more than 30 minutes beyond its scheduled take-off time by reason of:

8.1.1. the late arrival of any Passenger at the specified check-in point at the departure airport for a Flight;

8.1.2. the absence of any necessary documentation in respect of a Passenger; or

8.1.3. any act or omission of the Customer or its agents;

then the Customer will pay the waiting fee for the delay as agreed in the Confirmation. If the delay is longer than 60 minutes beyond the scheduled take-off time then JetBee Czech may, at its discretion and without any liability, take any of the following actions:

8.1.4. arrange for the Flight to depart;

8.1.5. further delay the Flight (provided the Customer agrees to pay the hourly delay rate agreed in the Confirmation); or

8.1.6. cancel the Flight.

If the Flight departs or is cancelled pursuant to this Clause, JetBee Czech shall be deemed to have thereby completed its contractual obligation to the Customer and shall neither be responsible for nor liable to any Passenger missing the Flight.

8.2. JetBee Czech shall use reasonable endeavours to complete all Flights as specified in the Confirmation, but JetBee Czech shall be entitled to depart from the agreed flying schedule for any cause beyond its reasonable control, and the Customer shall reimburse JetBee Czech on demand for any additional expenses reasonably incurred as a result.

8.3. If, for any reason beyond JetBee Czech or the Carrier's control, the Aircraft is diverted from any destination shown in the flying schedule to another destination, the Flight shall be deemed to be complete when the Aircraft lands at that other destination. JetBee Czech shall not be liable for any onward transportation arrangements Passenger(s) make to reach the destination shown in the flying schedule.

8.4. JetBee Czech will not be deemed to be in breach of its obligations hereunder or have any liability for any delay, cancellation or damage arising in whole or in part from any act of God, act of nature, acts of civil or military authority, strike or labour dispute, mechanical failure, lack of essential supplies or parts or for any other cause beyond its control, or for any default of any sub-contractor on whom JetBee Czech may be relying in whole or in part to perform its obligations, provided however that if a series of Flights is terminated prior to completion due in whole or in part to such a cause, JetBee Czech will refund to the Customer that portion of the Total Price already paid which relates to the terminated Flights, less any costs incurred by JetBee Czech in returning any Passengers to their original airport of departure.

9. PAYMENTS

9.1. The Customer shall pay the Total Price to JetBee Czech in the currency and at the times specified in the Confirmation. Payment by the Customer of any costs not included in the Total Price and other charges provided for in this Agreement ("Additional Costs") shall be made within two weeks after the date of JetBee Czech's invoice and in the currency specified therein.

9.2. If the Customer does not pay the Total Price when due then, without prejudice to any other rights JetBee Czech may have, JetBee Czech shall be entitled to treat this non-payment as constituting the cancellation by the Customer of the relevant Charter entitling JetBee Czech to payment in accordance with the provisions of Clause 11.

9.3. All payments under this Agreement will be made without any deduction, set-off, counterclaim, discount, abatement or withholding whatsoever.

9.4. Time for payment shall be of the essence.

9.5. Payment for any Flight booking should be sent and received by JetBee Czech as cleared funds no later than 24 hours prior to the departure of the first Flight, unless agreed otherwise.

9.6. If there is any increase, between the date of this Agreement and the date upon which any Flight is performed under this Agreement, in security costs, aviation insurance premiums, fuel, landing and airport fees, airport Passenger duty or taxation, or similar costs relating to the operation of the Aircraft or the performance of the Flight, JetBee Czech shall be entitled to increase the Total Price accordingly. Documentary evidence supporting such increases will be provided to the Customer on written request.

9.7. The Total Price includes only the cost of fuel, oil, aircraft maintenance, normal landing and parking fees, ground services (including loading and unloading) and dispatch costs for the Aircraft, remuneration and expenses of operating personnel and cost of service for Passengers during Flights. The Total Price does not include any taxes, levies or charges assessed or imposed by any taxing authority directly upon the execution or performance of this Agreement or the Flights hereunder (including VAT), or the carriage, embarkation or disembarkation of Passengers, or de-icing of the aircraft at any stage of the Flight, or the loading or unloading of baggage and/or goods, all of which shall be paid by the Customer on demand.

9.8. Unless otherwise specified the Total Price shall be deemed to have been earned at the commencement of the Flight or series of Flights to which it relates.

9.9. JetBee Czech will invoice the Customer for any positioning costs (including any necessary hotel and travel expenses incurred by JetBee Czech) that might arise as a result of any aircraft being out of place following the Customer's cancellation of any Flight.

10. DE-ICING

10.1. Whereby de-icing is required for a Customer Flight, the amount of the de-icing service, including but not limited to: de-icing solution charges, de-icing call-out charge, disbursement fees; shall be payable by the Customer to JetBee Czech within 14 days of the date of issuance of JetBee Czech's invoice to the Customer.

10.2. Payment of de-icing shall be for the full amount of the expense incurred by JetBee Czech. A copy of the original invoice can be provided by written request.

11. CANCELLATION

11.1. If the Customer cancels any Flight, or any part of a Flight, JetBee Czech shall be entitled to receive, as liquidated damages not a penalty, the following:

11.1.1. 15% of the Total Price if the cancellation notification is received more than one week prior to departure date;

11.1.2. 30% of the Total Price if the cancellation notification is received 6 - 3 days prior to the scheduled departure time;

11.1.3. 70% of the Total Price if the cancellation notification is received 2 – 1 day prior to the scheduled departure time; and

11.1.4. 100% of the Total Price if the cancellation notification is received less than 24 hours prior to the scheduled departure time or in case of no show

11.2. Any cancellation by the Customer must be in writing.

12. SUBSTITUTE AIRCRAFT AND SUBSTITUTE CARRIER

12.1. In the case of incidents arising from, or relating to, any failure, malfunction or defect defined as AOG the operator is liable to substitute one or more aircraft of a reasonably similar type.

12.2. If for any reason beyond JetBee Czech's reasonable control, JetBee Czech is unable to perform any Flight, JetBee Czech shall be entitled but not obliged to procure the performance by a substitute Carrier.

13. INDEMNITY; LIMITATIONS ON LIABILITY

13.1. If there is any failure or omission by the Customer to perform or procure the performance of its obligations under this Agreement, or if there is a breach by any Passenger of any of the regulations, laws, directions or conditions referred to in this Agreement, then the Customer shall indemnify and keep indemnified JetBee Czech against all claims, demands, liabilities, actions, proceedings, costs and damages of any kind whatsoever which may result from any such failure, omission, breach or other default, including but not limited to any costs incurred by JetBee Czech in returning or transporting Passengers to its origin point or any other place required by any immigration, customs or other relevant authority.

13.2. The Customer shall indemnify JetBee Czech against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by JetBee Czech and its officers, employees or subcontractors arising out of any act or omission of the Customer or its officers or employees whether arising in contract or tort (including negligence) or otherwise.

13.3. JetBee Czech and its officers, employees, sub-contractors, agents and servants who take part in the execution and performance of this Agreement or any part thereof shall not be subject to any liability in excess of that provided for in the Montreal Convention of 28th May 1999 as implemented in the European Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States of the EU. The Customer shall indemnify JetBee Czech and its officers, employees, sub contractors, agents, servants and assigns any such costs, claims or demands resulting from any of them being charged with any higher liability than that provided for in such Convention.

13.4. If JetBee Czech has to pay any fine, penalty, fees or charges (such as detention costs) because the Customer, its servants or agents or any Passenger has failed to obey any laws or regulations, or other travel requirements of the country to which the Aircraft has flown, or to produce the necessary documentation needed by that country, the Customer will repay the amount that has been paid by JetBee Czech as a result.

13.5. JetBee Czech shall not be liable to the Customer for any pure economic loss, or loss of profit, business or goodwill, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Agreement.

13.6. The Customer agrees that in no event shall JetBee Czech's total liability to the Customer under this Agreement (whether in contract, tort or otherwise) be more than the Total Price, except as otherwise required by law.

13.7. There is not implied in this Agreement any warranty or condition as to the Aircraft or its crew or as to its or their fitness for any purpose, and any warranties or conditions implied by statute or common law are to the fullest extent permitted by law excluded from this Agreement.

13.8. The indemnities in this Clause 13 shall survive the termination of this Agreement.

14. TERMINATION

14.1. Either party shall be entitled to terminate this Agreement without prejudice to the rights of the parties then accrued by giving notice in writing to the other if the other party has committed a material breach of its obligations under this Agreement or has become insolvent or, being a company, has passed a resolution or suffered a petition to be presented for its winding-up or administration or, being an individual, dies.

15. PERSONAL INFORMATION

15.1. The Customer recognises that personal data has been given to JetBee Czech and that JetBee Czech may use the personal information provided for the purposes of:-

15.1.1. booking the Flights, issuing Passenger tickets, and providing the Customer with any relevant services and facilities;

15.1.2. accounting, billing and auditing;

15.1.3. checking credit or other payment cards;

15.1.4. security, immigration and entry procedures;

15.1.5. administrative and legal purposes;

15.1.6. statistical analysis;

15.1.7. ensuring compliance with legal regulatory obligations applicable to JetBee Czech;

15.1.8. systems testing, maintenance and development;

15.1.9. customer relations;

15.1.10. assisting in any future dealings with the Customer; and

15.1.11. direct mail and market research.

15.2. For these purposes the Customer authorises JetBee Czech to retain and use personal information and to transmit it to companies involved in providing transportation or related services and facilities, data processors working for JetBee Czech, JetBee Czech's agents, government enforcement agencies, and credit and payment card companies. This may involve sending personal information outside the European Economic Area.

16. GENERAL

16.1. Any notice required to be given hereunder shall be sufficiently given if forwarded by post, e-mail or facsimile to the address in the Confirmation of the party to whom it was given and every notice so sent shall, subject to the remainder of this clause, be deemed to have been received and given at the time

when in the ordinary course of transmission, it should have been delivered to the address to which it was sent. In the event a notice is given outside normal business hours, it will be deemed to have been received at the opening on the next business day.

16.2. This Agreement embodies the entire contract of the parties with respect to the performance of the Flights, and there are no terms, conditions or obligations oral or written, express or implied, other than those contained herein. No variation of this Agreement shall be effective unless the same is evidenced in writing and signed by duly authorised representatives on behalf of both parties.

16.3. The paragraph headings in these Terms are for the purpose of convenience only and do not affect the construction of the Terms.

16.4. Any provision of this Agreement which is held, in whole or in part, to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16.5. A party's rights under this Agreement may be used as often as necessary. A party shall only be deemed to have waived its rights if it does so in writing, and any delay by a party in exercising any of its rights shall not constitute a waiver. The rights granted under this Agreement apply in addition to the rights granted under law.

16.6. This Agreement shall be governed by Czech law, and the parties submit to the Czech courts in respect of any disputes arising out of it.

16.7. The parties hereby agree that a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (as amended, modified or supplemented from time to time) to enforce any term of this Agreement.