



General terms of carriage

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1. Definitions

The following terms are to be found in the text of the *General terms of carriage*, and which have the meanings given below.

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| Client | The contractual party that orders the charter flight as stated in the <i>Confirmation of the Charter Flight</i> |
| Carrier | The company Time Air, s.r.o. |
| Parties | The client and the carrier |
| Confirmation | The <i>Confirmation of the Charter Flight</i> signed by both parties |
| Flight | The flight as defined in the <i>Confirmation of the Charter Flight</i> with the stated time and place of departure and the time and place of arrival |
| ICAO | International Civil Aviation Organization |

2. Applying the *General terms of carriage*

- 2.1. The *General terms of carriage* apply to all flights, the performance of which have been agreed between the client and the company Time Air, and for which has been issued, and signed by both parties a *Confirmation of the Charter Flight*, or alternatively where a contract has been entered into for the same purpose.
- 2.2. For certain specified flights the parties may agree special or additional terms. Such terms, or provisions contained therein take precedence over the *General terms of carriage*, providing that they have been agreed in writing and signed by both parties. Verbally agreed terms made by the parties are not legally binding.
- 2.3. Carriage provided by the company Time Air is further subject to
 - a) Civil Code No. 40/1964 Coll., as amended, on domestic air transport;
 - b) Convention for the Unification of Certain Rules Relating to International Carriage by Air, i.e. the Warsaw Convention No. 15/1935 Coll., as amended by the Hague Protocol No. 15/1966 Coll., on international carriage;
 - c) Council regulation (EC) No. 2027/97 dated October 1997
- 2.4. Charter flights operated by the company Time Air are not subject in any way to the general business terms of the client.

3. The aircraft and passengers

3.1. Aircraft

By issuing the *Confirmation of the Charter Flight* the carrier thereby guarantees that it will provide an aircraft of sufficient capacity to carry the number of passengers stated in the Confirmation, and whose flight will be carried out approximately according to the times stated in the Confirmation.

The carrier may at any time substitute another aircraft or aircrafts for the previously agreed aircraft, on the condition that the substitute aircraft or aircraft are suitable for the agreed transport.

3.2. Passengers

The carrier is obliged to carry only the number of passengers stated on the Confirmation, and only those passengers that the client has included on the passenger list.

The carrier will carry a higher number of passengers than stated on the Confirmation only in the event that actual circumstances allow for such at the time of departure. A higher number of passengers may result in the flight fare being increased.

The carrier may require passengers to prove their identity.

4. Price of the flight, terms of payment and contractual penalties

4.1. The flight fare as stated in the *Confirmation of the Charter Flight* includes:

- a) All operational costs
- b) Insurance and additional insurance as necessary
- c) En route, landing and airport charges
- d) Standard VIP on-board catering

4.2. The flight fare does not include

- a) Passenger transport to and from airports
- b) Visa costs, customs charges and taxes of any description
- c) Additional costs arising from changes requested by the client that are contrary to the flight plan stated in the *Confirmation of the Charter Flight*
- d) Additional costs arising from any changes that result from the client failing to observe the flight schedule
- e) Costs for de-icing or hangaring the aircraft if necessary as a result of poor weather conditions
- f) Catering above the standard provided
- g) Additional costs occurring as a result of *force majeure*

4.3. Terms of payment

4.3.1. Unless expressly stated otherwise in the *Confirmation of the Charter Flight*, the flight fare must be paid in full by transferring money owed to the account number stated on the invoice, at the latest, 2 working days before the planned flight.

4.3.2. The due date for additional payments, which arise as a result of an increased fare price, is based on the invoice issued.

4.4. Contractual penalties

Unless stated otherwise in the *Confirmation of the Charter Flight*, in the event of a confirmed flight being cancelled, the following contractual penalties will be charged:

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| a) Up to 10 days before departure | 10% of the flight fare, |
| b) Less than 10 but more than 2 days before departure | 20% of the flight fare, |
| c) Less than 2 days but more than 24 hours before departure | 30% of the flight fare, |

- d) Less than 24 hours before departure 50% of the flight fare, or alternatively the amount equal to the costs connected to the provision and parking of the aircraft, providing such costs exceed 50 % of the flight fare.

5. Flight schedule, flight cancellation and refusal of carriage

- 5.1. The carrier will carry out the flight according to the journey sections and times as stated in the Confirmation, unless the carrier and client have expressly agreed otherwise, and providing that circumstances such as those given in paragraphs 5.3 or 5.4 do not arise.
- 5.2. The client must take into consideration, that if the travellers do not appear in time for departure according to the agreed flight schedule, then such a delay may have an effect on the subsequent flight being carried out. Despite the fact that the carrier will make every effort to ensure that the original flight schedule is honoured, operational circumstances or service limits of the crew may mean a resulting significant deviation from the schedule, or even the cancellation of the flight or flights. The client will at the same time bear any costs arising from a delayed or cancelled flight.

In the event that passengers do not appear in time for the planned departure of the first journey section or subsequent journey section and where the carrier receives no information from the client up to 4 hours after the planned departure time, the carrier reserves the right to cancel the flight and charge a contractual penalty amounting to the full flight fare. At the same time, the carrier bears no responsibility for any costs or damages whatsoever, which in this connection are incurred by the client.

5.3. *Force majeure*

The carrier reserves the right to cancel, abandon, divert, postpone or delay the flight or any journey section thereof, if the said flight of journey section is not possible to carry out for reasons which the carrier is unable to influence. Such reasons include though are not limited to *force majeure*, meteorological conditions, strikes, revolts, embargoes, wars, hostile actions or unrest and their direct or indirect consequences, regardless of whether such acts are real, threatened or merely reported.

If such a cancellation or shortening of the flight occurs for reasons stated in this paragraph, the total flight fare will be reduced by the price of the journey section or parts thereof which were cancelled.

5.4. Flight cancellation and refusal of carriage

5.4.1. Flight cancellation by the carrier

The carrier reserves the right to cancel a flight, if the client has breached the terms agreed in the *Confirmation of the Charter Flight* or of the *General terms of carriage*. In the event that a flight is cancelled in accordance with this paragraph a contractual fine is to be administered in accordance with paragraph 4.4.

The carrier and the flight commander in charge of aircraft and responsible for carrying out the flight may cancel the flight due to security, safety or technical reasons, or may decide to land at an alternate airport.

5.4.2. Refusal of carriage

The carrier has the right to refuse carriage to any passenger, baggage item or cargo, if by such carriage the safety of the aircraft might be threatened, or statutory regulations and provisions breached. The carrier at the same time reserves the right to refuse carriage to any passenger who refuses to comply with regulations, especially where such regulations involve security inspections, or who disrupts the carriage in some significant manner.

5.4.3. Flight cancellation by the client

The client has the right to cancel the flight before it commences if for reasons of *force majeure* it is not possible to go through with the flight in the manner agreed in the Confirmation. In such an event the contractual penalty stipulated in paragraph 4.4 will not apply. The client must inform the carrier on the cancellation of a flight in writing.

6. Carriage and travel documents

6.1. Issuing of carriage documentation

- 6.1.1. The *Confirmation of the Charter Flight*, issued by the carrier and signed by both parties serves as carriage documentation, or alternatively the carrier may issue flight tickets.
- 6.1.2. The client is obliged to deliver to the carrier sufficiently in advance of the flight a passenger list, which also includes any additional information on possible unusual baggage items. When cargo is carried the client is obliged to deliver a cargo list to the carrier, as well as other possible cargo documentation.

6.2. Travel documents

The client is responsible for ensuring that all passengers have with them valid travel documents, including the necessary entrance visas and permits. They are also responsible for ensuring that passengers meet customs regulations, health requirements and other requirements, which apply when entering the territory of the destination state. The client bears responsibility for all costs and damages arising due to passengers not having the necessary documents or who do not meet the requirements demanded.

7. Baggage and cargo

7.1. Baggage

- 7.1.1. The carrier will make every effort to transport the baggage of the client providing that such effort is permissible with respect to the safety of the flight, the capacity of the aircraft and the current regulations. In the event that there exists any doubt whatsoever as to the possibility of transporting baggage, the client should consult the carrier.
- 7.1.2. The weight limit for transported baggage is 13kg plus 6kg hand baggage for each passenger. The transportation of baggage that exceeds this limit must be expressly agreed to by the carrier and must be stated in the *Confirmation of the Charter Flight*.
- 7.1.3. The carrier will refuse all baggage the transport of which is prohibited by law, or regulations, or which may endanger the safety of the aircraft of passengers. This provision concerns mainly weapons and dangerous goods in accordance with ICAO provisions.
- 7.1.4. The carrier does not carry animals, unless expressly agreed in the Confirmation.

7.2. Cargo

- 7.2.1. When carrying cargo the client bears all responsibility and costs for loading and unloading of the aircraft.
- 7.2.2. The client is obliged to ensure that
 - a) The transported cargo or baggage does not contain items or substances which may endanger the aircraft or the carried passengers and crew, or items or substances the transportation of which is in contravention of the law;

- b) The transported cargo or baggage are suitable for carriage by air and are appropriately packaged;
- c) Without prior written agreement no animals whatsoever will be carried.

8. Liability

8.1. Liability of the carrier

- 8.1.1. The carrier is liable only for damages occurring during carriage itself, rising to a maximum sum corresponding to the amount of demonstrable damages.
- 8.1.2. Limited liability:
 - a) The carrier does not bear responsibility for damages brought about by a third party;
 - b) The carrier is not liable for damages and non-fulfilment of agreed terms caused by (i) *force majeure*, (ii) weather conditions which for safety reasons render the flight impossible; (iii) circumstances whether direct or indirect that result from the regulations or activities of the authorities; (iv) circumstances over which the carrier has no influence;
 - c) The carrier is not liable for damages and non-fulfilment of agreed terms caused by the fact that the relevant authorities have not issued it with the necessary permits (e.g. overflight and landing permits), providing that permission was sought in time and in the proper manner on the basis of documents submitted by the client;
 - d) The carrier will not settle any claims which may arise due to reasons of passenger, baggage or cargo delays caused by landing at an alternative airport, with an exception made in such cases where claims arise as a result of the gross negligence or wilfulness of the carrier;
 - e) The carrier will not settle claims or reimburse costs or expenses of whatever description, where compensation is claimed by the client, or persons having any kind of relation to the client, as a result of the performance or non-performance of the agreed terms of the charter flight, with the exception of such cases where claims or costs have arisen as a result of the gross negligence or wilfulness of the carrier;
 - f) The carrier bears no responsibility for indirect or subsequent damages caused for any reason whatsoever, especially for reasons of delay due to technical causes.
- 8.1.3. The carrier is only liable for damages where it is possible to establish that damage has occurred and also the cause and extent of the damage.
- 8.1.4. The carrier is not liable for damages where it can demonstrate that it has taken all available measures in order to prevent damage, or that it was unable to make use of such measures.
- 8.1.5. Limited liability is by analogy conferred upon the employees and representatives of the carrier. The total level of compensation provided by the carrier will not be greater than the total liability limit of the carrier.

8.2. Liability of the client

- 8.2.1. The client is obliged to observe the terms of the charter flight, even in such cases where it is only acting as an intermediary.
The client is responsible for all damages on the aircraft caused by its employees, representatives, agents or travellers.
- 8.2.2. If there occurs any injury to a transported person or damage to a transported item of baggage, the client is obliged to immediately inform the carrier, at the very latest immediately following the termination of the flight. The client is obliged to report damage to cargo at the latest upon

delivery. Should the carrier not be promptly informed, it is not liable for compensation for damages.

8.3. Liability for damage to baggage

- 8.3.1. The carrier is liable for the delay, damage, destruction or loss of baggage in accordance with the provisions of the Warsaw Convention and its supplementary protocols and treaties.
- 8.3.2. The carrier is not liable for the loss or damage to fragile items, items or goods subject to rapid decay, jewellery, precious metals, money, stamps, stocks and bonds, business documents, medicines, keys, travel and other personal documents as well as samples and other items that have been placed in baggage, regardless of whether the carrier was informed or not, with an exception made in such cases where damage is a result of the gross negligence or wilfulness of the carrier.
- 8.3.3. The carrier is not liable for damages caused by items inside passenger baggage, except in such cases where damage is a result of the gross negligence or wilfulness of the carrier. Should such item cause damage to the baggage of another passenger or to the property of the carrier, then the bearer of the baggage is obliged to compensate the carrier for damage and costs thereby arising.

8.4. Liability for damage to transported goods

- 8.4.1. The carrier is not liable to the consigner of goods or any other third party for damage to goods caused by, or resulting from, transportation and related services, providing it is not demonstrated that the damage arose as a result of the gross negligence or wilfulness of the carrier. The carrier is also not liable for damages to goods in such cases where it is shown that additional factors on the part of the consigner, recipient, or any other third party involvement have contributed to the damage.
- 8.4.2. The carrier is liable for damages to transported goods only up to the value of the goods declared in the cargo list. If a cargo list is wanting, then the carrier is liable for damages in accordance with the laws and provisions as stated in paragraph 2.3. Compensation for damage in such circumstances is subject to the demonstrable value of the goods.
- 8.4.3. Should the recipient (or other persons authorised to take charge of goods) receive an incomplete delivery, or only part of such a consignment, or if only a part of the delivery is damaged or destroyed, the carrier will compensate damage only for such parts, corresponding proportionally to the weight ratio between the damaged and undamaged parts of the consignment, without regard to the value and content of the damaged parts themselves.
- 8.4.4. The carrier is not liable for damages to goods or for their destruction if this has been caused by any item contained within the consignment itself. The consigner, owner, and recipient of goods who damage or destroy other goods or the property of the carrier are liable to compensate the carrier for damages and costs thereby arising. Goods, which endanger the aircraft, persons or property can be removed from the transport or destroyed by the carrier without prior notification or subsequent liability.
- 8.4.5. Goods which decline in quality or which become subject to rapid decay as a result of changes in climate, temperature or height above sea level or as a result of other unusual conditions or the result of the time or season of transportation, will be accepted for air carriage but liability will not be assumed for any worsening of quality or decay.